

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 93 PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. W911XK-06-R-0002		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 25 Jan 2006		6. REQUISITION/PURCHASE NO. W56MES-5335-4401			
7. ISSUED BY CONTRACTING DIVISION DETROIT DISTRICT, USAED, 477 MICHIGAN AVE DETROIT MI 48226  CODE W911XK  TEL: (313) 226-5148 FAX: (313) 226-2209				8. ADDRESS OFFER TO (If other than Item 7) CODE  <b>See Item 7</b>  TEL: FAX:							
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
<b>SOLICITATION</b>											
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Contracting Division-Rm. 617</u> until <u>12:00 AM</u> local time <u>23 Feb 2006</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME SHARON A LAWRENCE		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (313) 226-6421				C. E-MAIL ADDRESS Sharon.A.Lawrence@lre02.usace.army.mil			
<b>11. TABLE OF CONTENTS</b>											
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION			
<b>PART I - THE SCHEDULE</b>						<b>PART II - CONTRACT CLAUSES</b>					
X	A	SOLICITATION/ CONTRACT FORM			1	X	I	CONTRACT CLAUSES			
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			2 - 4	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>					
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT			5 - 31	X	J	LIST OF ATTACHMENTS			
	D	PACKAGING AND MARKING				<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>					
X	E	INSPECTION AND ACCEPTANCE			32	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS			
X	F	DELIVERIES OR PERFORMANCE			33 - 34						
X	G	CONTRACT ADMINISTRATION DATA			35	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS			
X	H	SPECIAL CONTRACT REQUIREMENTS			36 - 37		M	EVALUATION FACTORS FOR AWARD			
<b>OFFER (Must be fully completed by offeror)</b>											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.		
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT				21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM					
24. ADMINISTERED BY (If other than Item 7) CODE						25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:						27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)					
						28. AWARD DATE					

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**  
Previous Edition is Unusable

33-134

STANDARD FORM 33 (REV. 9-97)  
Prescribed by GSA  
FAR (48 CFR) 53.214(c)

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECURITY GUARD SERVICE FOR THE SOO AREA FFP In accordance with the attached Performance Work Statement. PURCHASE REQUEST NUMBER: W56MES-5335-4401	12	Months		
					<hr/>
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Special Events/Extra Service FFP (per paragraph C.15.g) *PH - Post Hour (one guard assigned to one post for one hour) NOTE: Performance of indefinite quantity unit priced tasks for the BASE PERIOD in accordance with the Performance Work Statement, Section C. The quantities listed below are realistic estimates provided solely for the purpose of bid evaluation and are not purchased hereby.	120	Hours		
					<hr/>
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		12	Months		
OPTION	GUARD SERVICES SOO AREA 1st Option Year FFP				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		120	Hours		
OPTION	Special Events/Extra Service FFP (per paragraph C.15.g) *PH - Post Hour (one guard assigned to one post for one hour) - 1st Option Year				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		12	Months		
OPTION	GUARD SERVICES SOO AREA FFP 2nd Option Year				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		120	Hours		
OPTION	Special Events/Extra Service FFP (per paragraph C.15.g) *PH - Post Hour (one guard assigned to one post for one hour) - 2nd Option Year				

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NET AMT

FOB: Destination

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

PART I - THE SCHEDULE

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

TABLE OF CONTENTS

PARAGRAPH NUMBER	PARAGRAPH NAME	PAGE NO.
C.1	GENERAL INTENTION.....	C-5
C.2	GENERAL REQUIREMENTS.....	C-5
a.	Work Included.....	C-5
b.	Standard Operating Procedures.....	C-6
c.	Normal Security Condition Control Measures.....	C-6
d.	Guard Post Orders.....	C-11
C.3	DEFINITIONS - TECHNICAL.....	C-16
a.	Accepted Guard Force Personnel.....	C-16
b.	Contracting Officer.....	C-16
c.	Contractor.....	C-16
d.	Contractor Representative.....	C-16
e.	Guardmount.....	C-16
f.	Performance Requirements Summary Table.....	C-16
g.	Post.....	C-16
h.	Quality Assurance.....	C-16
i.	Quality Assurance Evaluator.....	C-16
j.	Quality Control.....	C-17
k.	Regular Working Hours.....	C-17
l.	Response Time.....	C-17
m.	Standard Operating Procedures.....	C-17
C.4	GOVERNMENT FURNISHED PROPERTY, MATERIALS AND SERVICES.....	C-17
a.	Government Furnished Facilities.....	C-17
b.	Government Furnished Equipment.....	C-17
c.	Government Furnished Material.....	C-17
d.	Availability of Utilities.....	C-17
C.5	CONTRACTOR FURNISHED ITEMS.....	C-17
C.6	MANAGEMENT.....	C-17
a.	Work Control.....	C-18
b.	Initial Work Schedule.....	C-18
c.	Monthly Work Schedule.....	C-18
d.	Records and Reports.....	C-18
C.7	SUPERVISION/GUARDMOUNTS.....	C-18
a.	Supervision.....	C-18
b.	Availability of Supervision.....	C-19
c.	Duties of Supervision.....	C-19
C.8	STANDARDS OF CONDUCT.....	C-19
a.	Appearance.....	C-19
b.	Neglect of Duties.....	C-19
c.	Disorderly Conduct.....	C-19
d.	Intoxicants.....	C-19
e.	Criminal Actions.....	C-19

C.9 UNIFORMS.....	C-20
PARAGRAPH	PAGE
NUMBER	NO.
C.10 COMMUNICATIONS.....	C-21
C.11 VEHICLES.....	C-21
C.12 KEY/COMBINATION CONTROL.....	C-21
C.13 PERSONNEL REQUIREMENTS.....	C-22
a. Physical Fitness Program.....	C-22
b. Authority and Jurisdiction.....	C-22
c. Employment Suitability and Qualifications.....	C-22
d. Training.....	C-25
e. Firearms Licensing and Permits.....	C-26
f. Employment of Government Personnel.....	C-27
g. Continuous Employee Observation/Evaluation.....	C-27
C.14 PERSONNEL SECURITY CLEARANCE REQUIREMENTS.....	C-27
a. National Agency Check.....	C-27
b. Security Clearance.....	C-27
c. Facility Clearance.....	C-27
C.15 WORK REQUIREMENTS.....	C-27
a. Entry Control.....	C-27
b. Exit Control.....	C-28
c. Roving Patrol.....	C-28
d. Escort Services.....	C-30
e. Miscellaneous Services.....	C-30
g. Special Events.....	C-31
C.16 GENERAL ADMINISTRATIVE REQUIREMENTS.....	C-32
a. Directives.....	C-32
b. Station Regulations.....	C-32
c. Fire Protection.....	C-32
d. Environmental Protection.....	C-32
e. Disposal.....	C-33
f. Safety Requirements and Reports.....	C-33
g. Security Requirements.....	C-33
h. Passes and Badges.....	C-34
i. Access to Buildings.....	C-34
j. Identification of Contractor Employees.....	C-35
k. Identification of Contractor Vehicles.....	C-35
l. Permits.....	C-35
m. Insurance.....	C-35
C.17 REQUEST FOR PROPOSAL.....	C-36
a. Total Price Computation.....	C-36
b. Cost/FTE Data.....	C-36
c. Changes in Cost/FTE Data.....	C-37
d. Definitions.....	C-37

PART I - THE SCHEDULE

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 GENERAL INTENTION. The intention of this solicitation is to obtain guard services at the U.S. Army Corps of Engineers Soo Area Office and outlying Government owned real estate along the St. Marys River by means of a combination firm fixed-price and indefinite quantity contract.

C.2 GENERAL REQUIREMENTS. The Contractor shall furnish all labor, supervision, materials, equipment, transportation, and management necessary to provide guard services in accordance with the requirements specified herein.

A. Work Included. The Contractor shall comply with the Standard Operating Procedures (SOP) as specified in Attachment J-C1. Services shall include the following:

1. Deter and report unauthorized personnel or vehicular entry into areas designated by the activity commander or his/her designated representative.

2. Deter and report the damage, pilferage, removal, secreting, misappropriation, misuse, larceny, theft, or other improper or unlawful threats to, or disposition of, Government or personal property or acts of espionage, sabotage, or wrongful destruction within the designated area(s).

3. Endeavor to prevent the occurrence of fires, explosions, collapses, and other catastrophes. In such an event, the Contractor shall summon appropriate response forces and then notify Government personnel as identified in the SOP; assist in minimizing the effects thereof; and assist in restoring the area to a safe condition.

4. Safeguard personnel, deter the commission of crimes against persons, summon appropriate response forces, and assist those response forces as required.

5. Deter and report violations of office regulations and enforce parking regulations, as required.

6. Provide proper documentation and reports of all incidents and investigations.

7. Provide additional accepted guard force personnel for special details/events.

8. Receive, secure, issue, and account for all keys issued to the Contractor or placed under the Contractor's control.

9. Provide fixed post guards and roving patrol(s).

10. Provide escorts for visitors, vessel personnel, or materials when required.

11. Provide intrusion, equipment, and emergency alarm monitoring.

12. Provide monitoring of remotely controlled surveillance cameras.
13. Provide facility automated telephone answering service support.
14. Operate vehicle stopping security barriers.

B. Standard Operating Procedures. The Contractor shall maintain a current copy of the SOP at each guard post. A detailed review of the SOP shall be provided as part of each employee's initial training, and each time the SOP is modified. No employee shall be assigned to duty unless he/she is thoroughly knowledgeable of and understands the SOP. The SOP will be modified periodically in accordance with the "CHANGES - FIXED PRICE" clause, Section I, to reflect required changes in the Government's guard services policies and procedures. Special Orders are short term or one-time changes to the SOP.

C. Normal Security Condition Control Measures. The primary mission of the Guard Force is to protect Mission Essential Vulnerable Areas (MEVA's) at the Soo Locks Facility. This mission is carried out using the principle of deterrence, detection, delay, assessment, and response. Deterrence is accomplished through Force Projection, which is provided by armed guards, physical barriers, physical inspection of luggage, I.D. checks, and limiting access to the site. Detection is accomplished using an electronic surveillance system consisting of sensors and cameras, along with reports from other sources (Guards, employees, Railroad, general public, etc.). Delay is accomplished through physical barriers such as fencing and physical distance between points where intruders can be first detected and various MEVA's. Assessment is performed by the electronic surveillance system operator using the latest intelligence information and cameras. Response is provided by the armed Guard Force and/or Law Enforcement Agencies dependant upon the assessment performed by the Surveillance system operator. The Guard Force also carries out other "sub-missions" which are detailed in the following position statements.

1. Guard Force:

a. System Administrator/Guard Supervisor - **Post S1.** This post is staffed 8 hours per day, 0800-1630, Monday Thru Friday excluding holidays, 52 weeks per year. This post requires a Secret Security Clearance. This post is the contractor's primary point of contact with the Government concerning contract issues at the Soo Locks Facility. This post is responsible for overall supervision of the Operation of the Soo Locks Security System. The system includes an Armed Guard Force, Surveillance System Operators, Electronic Surveillance System and all of its components, Fire Alarm System and all of its components, and a Gas Alarm System and all of its components. This post is responsible for implementing all access control functions per established policies and Force Protection levels at the facility including key control, issuance of proximity cards, coordination of visitor access with Guard Force, and programming sensor/alarm schedules. This post makes temporary photo identification badges and issues and collects the same based on provided access list and operating procedures. This post is responsible for ensuring that intelligence information is disseminated appropriately to the Surveillance System Operators and Guard Force members. This post is responsible for ensuring that software updates are installed in the various systems. This post is responsible for ensuring that basic system maintenance is performed such as maintaining required Government personnel, Contractor personnel, and visitor data and access rights in the Electronic Surveillance system. This post is responsible for maintaining records of systems faults, systems failure periods, and systems maintenance. This post is responsible for ensuring performance of systems testing and basic troubleshooting. This



post will make recommendations regarding the replacement and repair of systems components as needed.

b. Surveillance System Operator - **Post No. 1.** This post is staffed 24 hours per day, 7 days per week, 365 days per year. This post requires a Secret Security Clearance. This post is responsible for operation of the Electronic Security System, Fire Alarm System, Gas Alarm System, and Man-down system. This post will be responsible for monitoring the Equipment Alarm System and calling out maintenance workers as appropriate (the Chief Lockmaster will call out maintenance workers during the Navigation Season after Post No. 1 provides information). This post will provide continuous monitoring of radio nets (which includes Guard Force working frequencies, marine channel 14, and local police and fire frequencies) for the purpose of maintaining situational awareness. This post is responsible for assessing alarms in the Electronic Surveillance System and calling out the appropriate responders (Guard Force or/and 911). This post is responsible for coordinating the entrance of emergency responders into the facility with the Chief Lockmaster and the Guard Force to ensure fast and efficient entry into facility through various gates and across the lock chambers. This post is responsible for maintaining continuous contact with responders, providing continual updates/assessments as appropriate. In the event of an Emergency or a notable incident, this post is responsible for calling the appropriate persons as specified in the *Soo Locks Emergency Action Plan*. This post is responsible 365 days per year for being the final point of contact for an automated phone system for emergencies and persons without touch-tone phones. This is a stationary post located in a secured Electronic Surveillance Control Center. This post will be responsible for performing and documenting an operational test of system components at the start of each shift. This post acts as shift supervisor/leader in the absence of Post No. S1.

c. Gate No. 9 Guard (Main Gate)- **Post No. 2.** This post is staffed 24 hours per day, 7 days per week, 365 days per year. This post works under the guidance of Post No. 1 maintaining radio and phone contact with all other posts. This post is responsible for the inspection of all persons, vehicles, and packages entering the park through Gate No.9. This post is also responsible for monitoring the activities of all persons within sight of the post. This post will have the ability to view the Electronic Surveillance system and will operate it for incoming responders for the purpose of performing their own situational assessments. In the event of an emergency, this post will work with Law Enforcement officials to help secure perimeter and maintain access and egress control as specified in the *Soo Locks Emergency Action Plan*. This post is responsible for issuance of keys to authorized individuals.

d. Gate No.11 Guard (Visitors Center)- **Post No. 3.** This post is on the same schedule as the Visitors Center (typically from 0800 to 2000 starting on Mother's Day in May and ending on Sunday following the second full week in October). This post works under the guidance of Post No. 1 maintaining radio and phone contact with all other posts. This post is responsible for the inspection of all persons and packages entering the park through Gate No.11. This post is also responsible for monitoring the activities of all persons within sight of the post. In the event of an emergency, this post will work

with Law Enforcement officials to help secure perimeter and maintain access and egress control as specified in the *Soo Locks Emergency Action Plan*.

e. Gate Nos. 6&4 Guard (Fountain/East Lot)- **Post No. 4.** This post staffs the Employee Parking Lot Entrance Monday Through Friday from 0630 to 0800. At other times this post staffs Gate No.6 near the Park Fountain on the same schedule as the Visitors Center (typically from 0800 to 2000 starting on Mother's Day in May and ending on Sunday following the second full week in October) or Post No. R2 when the Visitor Center is closed. This post works under the guidance of Post No. 1 maintaining radio and phone contact with all other posts. This post is responsible for the inspection of all persons, vehicles, and packages entering Gate No. 4 when staffing this gate. This post is also responsible for monitoring the activities of all persons within sight of the post. This post is responsible for response to systems alarms and intruders along with Post No. R1. When responding, Gate No.6 will be immediately secured or if at Gate No. 4, gate operation will be turned back over to electronic operation. In the event of an emergency, this post will work with Law Enforcement officials to help secure perimeter and maintain access and egress control as specified in the *Soo Locks Emergency Action Plan*.

f. Roving Guard No. 1 (Shift Supervisor)- **Post No. R1.** This post is staffed 24 hours per day, 7 days per week, 365 days per year. This post is responsible for response to systems alarms and intruders along with Post No. R2 or Post No. 4 depending on the time of day/season. This post is responsible for escorting guests, visitors, and vessel personnel to and from the area; for inspecting the facility; and for patrolling the park area as time permits. Special instructions and operating procedures will be given depending on needs/circumstances. Patrols and inspections by this guard may be performed on foot with the use of a contractor-provided electric cart and with a contractor-provided motor vehicle. In the event of an emergency, this post will work with Law Enforcement officials to help secure perimeter and maintain access and egress control as specified in the *Soo Locks Emergency Action Plan*. During the winter months (approx. 15 December thru 1 May, depending on severity of winter) this post will be responsible for performing an inspection of steam lines and boilers once every eight hours. This inspection will cover the areas of the Lock Galleries and switchgear rooms, Davis Building, Generator Room, Warehouse, Steam Plant, and areas with steam traps in use. This inspection requires that the Guard call an automated time recorder from thirteen sites. A phone contact list will be provided for calling in observed problems with the Steam System.

g. Roving Guard No. 2- **Post No. R2.** This post is staffed during the hours that Post No.4 stands down. This post is responsible for response to systems alarms and intruders along with Post No. R1. This post is responsible for escorting guests, visitors, and vessel personnel to and from the area; for inspecting the facility; and for patrolling the park area as time permits. Special instructions and operating procedures will be given depending on needs/circumstances. In the event of an emergency, this post will work with Law Enforcement officials to help secure perimeter and maintain access and egress control as specified in the *Soo Locks Emergency Action Plan*.

2. Responsibilities: Generally, a guard's responsibilities for the security of the facility include the following:

a. Each guard must maintain situational awareness by reading the latest intelligence and news reports.

b. Each guard must be continually alert for any evidence of criminal activity, such as, trespassing, theft, disorderly conduct, vandalism, sabotage or other crimes against persons; and documenting such incidences.

c. Each guard is responsible for preventing unauthorized persons from passing through areas assigned to the respective guard posts. In the event that a person resists a guard's authorized questioning, request for credentials, or other properly directed procedure, the person shall be asked to leave. Should there be further resistance that may be beyond the control of a guard, assistance shall be requested of other guards and/or local law enforcement.

d. Each guard shall immediately report to the Security Assistant (SA) (Area Engineer or Chief Lockmaster, if the SA does not respond) and, if warranted, to the local police, any unauthorized attempt to enter or exit from the area, suspicious activity, and evidence of a criminal act.

e. During an emergency, a guard shall promptly render assistance as directed by emergency plan on file and as directed by the Security Assistant, (Area Engineer or Chief Lockmaster if SA is absent).

f. Each guard must be fully aware of the extent of vested authority imparted to the guard particularly with regard to arrest and inspections. These powers are limited as follows:

1. Arrest. A Guard has no more than the same legal authority as any ordinary citizen to make an arrest. The Contractor shall keep the guards advised as to the scope of such authority.

2. Inspection. Any inspection of personal property is limited to situations authorized by the District commander through the Area Engineer.

g. No guard shall vacate an assigned post without permission.

h. A guard should move casually within the area covered by the guard post and seek to avoid unnecessary altercations. Each guard shall act in a courteous, respectful, impersonal, firm, and objective manner.

i. Each guard shall become familiar with the *SOO LOCKS EMERGENCY ACTION PLAN* and with operating as part of the National Incident Management System (NIMS).

### 3. Access Controls:

a. Controlled Area: The entire Soo Area Office facility is a Controlled Access Area. Employee and Contractor access to the facility is controlled through the use of Proximity Cards which are issued by Post S1 via Post 2. Specific instructions regarding the issuance of Proximity Cards will be through written special orders.

b. Positive Key Control: Un-issued keys are secured in a container that meets the requirements of AR 190-51. Key control is practiced through a computerized system under which only personnel designated by the SA receive keys. A signed hand receipt must be used for the issuance and return of a key.

c. Access to office areas during duty hours are controlled by the responsible Branch or Section Chief.

d. Sign-in and sign-out rosters will be maintained by the guard at Post No. 2 to control entry to buildings after normal duty hours. Entry is permitted only with the approval of the Security Assistant (Area Engineer and Chief Lockmaster if SA is not available).

4. Radios: The Contractor is required to provide and maintain the following radio systems to ensure uninterrupted communications:

- a. Marine VHF Base Station: Qty. = 1, required for Post No. 1.
- b. 800 MHZ radio Base Station: Qty. = 1, required for Post No. 1.
- c. 800 MHZ radio Hand Held: Qty. = 8, require one for each Post with spares for Government personnel use in emergencies.
- d. 800 MHZ Scanner: Qty. = 1, required for Post 1.

5. GUARD POST ORDERS

1. System Administrator/Guard Supervisor - **Post S1.**

- a. Staffed 0800 to 1630, Monday Thru Friday excluding holidays.
  - b. Secret Clearance Required.
  - c. This is an armed Post.
  - d. Overall Supervisor of all personnel under this contract.
  - e. Overall responsibility for operator level maintenance of Electronic Surveillance System, Fire Alarm System, and Gas Detection System.
  - f. Overall responsibility for administration of Electronic Surveillance System, Fire Alarm System, and Gas Detection System.
  - g. Receives guidance from Government laws, policies, and regulations, along with local policies.
  - h. Receives guidance from the Soo Area Office Security Officer a U.S. Army Corps of Engineers Employee.
  - i. Maintains records/files of:
    - 1. Daily shift log of Guard Force.
    - 2. Systems testing and testing reports.
    - 3. Systems faults, failures, and actions taken to make corrections.
    - 4. Soo Area Office policies concerning security.
    - 5. Incident Reports.
    - 6. List of persons with Access Authorization.
  - j. Maintains situational awareness through review of intelligence data, and ensures dissemination of data to Guard Force as appropriate.
  - k. Prepares Guard Force training plans for approval of the Government and ensures training of Guard Force is accomplished.
    - 1. Makes recommendations to Soo Security Officer regarding the repair and replacement of ESS components as needed.
  - m. Produces and issues temporary photo identification.
2. Surveillance System Operator - **Post No. 1.**
- a. Staffed 24 hours per day, 7 days per week, 365 days per year.
  - b. Secret Clearance Required.
  - c. This is an armed post.

- d. Performs an overall check of ESS at start of each shift.
- e. Monitor Electronic Security System, assess alarms, and coordinate appropriate response.
- f. Monitor Fire Alarm System, assess alarms, and coordinate appropriate response.
- g. Monitor Gas Alarm System, assess alarms, and coordinate appropriate response.
- h. Monitor Man-Down System, assess alarms, and coordinate appropriate response.
- i. Monitor Equipment Alarm System, assess alarms, and coordinate appropriate response.
- j. Document changes to THREATCON, FPCON, MARSEC, and DHS Threat Levels. Forward this information to all Guard Post, Area Engineer, Security Officer, or designated alternates.
- k. Prepare Incident Reports.
- l. Prepare Alarm Reports (valid and nuisance alarms).
- m. Perform briefing of oncoming relief.

3. Gate No. 9 Guard (Main Gate)- **Post No. 2.**

- a. Staffed 24 hours per day, 7 days per week, 365 days per year.
- b. This is an armed post.
- c. Perform inspections of vehicles, visitors, personnel, baggage, etc. in accordance with written orders.
- d. Issue keys and proximity cards in accordance with written orders.
- e. Operate Electronic Security System for emergency responders.
- f. Door to shelter will remain locked at all times, no persons will be allowed entry for other than Security or Maintenance business.
- g. Maintain constant surveillance of the south perimeter fence, both eastward and westward, to the limits of vision.
- h. Assist Emergency Responders in securing facility as outlined in *SOO LOCKS EMERGENCY ACTION PLAN*.
- i. Issue visitor badges and proximity cards to persons authorized entry in writing (email) by the Area Engineer or his designated alternates. The identity of a visitor will be verified with either a Common Access Card (CAC) or driver's license with picture. The guard at Post No. 2 will be responsible for issuing, recovering, recording, and the safekeeping of 20 GREEN (unrestricted), 20 RED (escort), and 20 YELLOW (vendor/contractor) visitor badges. The guard will inventory these badges at the beginning of each work shift and enter the inventory count into the log.
- j. Ensure that only those materials authorized to enter the area under a valid operation permit for the newsprint and laundry concessions, or other private enterprise, will enter the area.
- k. Operate traffic bollards for vehicles and ensure that only authorized vehicles are allowed entry per written orders.
- l. Be especially vigilant to the possible theft of Government property and question any person with property, materials, or supplies leaving the area.
- m. Screen incoming emergency responders per written orders and ensure that proper escort is provided to responders. Admittance shall be recorded in the daily log with an appropriate explanation.
- n. Maintain continuous monitoring of all post via security radio net.

o. The guard at Post No. 1 shall be responsible for examining and screening the identification and written authority of each person requesting to embark or disembark from vessels in the canal; and, shall assign a guard escort in accordance with 33 CFR 207.441 of the Navigation Regulations for St. Marys Falls Canal. The guard shall record such actions on a "Boarding and Leaving of Vessels" form (NCE Form 17) and transmit it to the SA. The Guard will work with the Chief Lockmaster to ensure that no person disembarking from a foreign vessel shall be released from the area until accompanied by or cleared by a Customs and Border Protection Officer. The same procedure applies to any person disembarking from an American vessel that was last cleared at a foreign port.

p. Responsible for the cleaning and maintenance of the shelter and is accountable for the property provided within. At least once each week, the basement and windows of the Post shelters shall be cleaned.

q. Snow Removal. Keep the walkway from door of the Gatehouse to the personnel gate and across the driveway, including the traffic bollards, free from snow and ice. No corrosive substances are permitted. Government-furnished sand may be used on ice.

4. Gate No.11 Guard (Visitors Center)- **Post No. 3.**

a. This post is staffed during the hours that the Visitors Center is open.

b. This is an armed post.

c. Perform inspections of vehicles, visitors, personnel, baggage, etc. in accordance with written orders.

d. Maintain constant surveillance of the south perimeter fence, both eastward and westward, and the Visitors Center, to the limits of vision.

e. Assist Emergency Responders in securing facility as outlined in *SOO LOCKS EMERGENCY ACTION PLAN*.

f. Be especially vigilant to the possible theft of Government property and question any person with property, materials, or supplies leaving the area.

g. Maintain continuous monitoring of all post via security radio net.

5. Gate Nos. 6&4 Guard (Fountain/East Lot)- **Post No. 4.**

a. This post is staffed during the hours that the Visitors Center is open.

b. This is an armed post.

c. Perform inspections of vehicles, visitors, personnel, baggage, etc. in accordance with written orders.

d. Maintain constant surveillance of the south perimeter fence, both eastward and westward, to the limits of vision.

e. Assist Emergency Responders in securing facility as outlined in *SOO LOCKS EMERGENCY ACTION PLAN*.

f. Be especially vigilant to the possible theft of Government property and question any person with property, materials, or supplies leaving the area.

g. Maintain continuous monitoring of all post via security radio net.

h. This post is responsible for response to systems alarms and intruders along with Post No. R1.

i. When responding, Gate No.6 will be immediately secured or if at Gate No. 4, gate operation will be turned back over to electronic operation.

j. Response will always be performed with two guards.

6. Roving Guard No. 1 (Shift Supervisor)– **Post No. R1.**

- a. Staffed 24 hours per day, 7 days per week, 365 days per year.
- b. This is an armed post.
- c. Assist Emergency Responders in securing facility as outlined in *SOO LOCKS EMERGENCY ACTION PLAN*.
- d. Be especially vigilant to the possible theft of Government property and question any person with property, materials, or supplies leaving the area.
- e. Maintain continuous monitoring of all post via security radio net.
- f. This post is responsible for response to systems alarms and intruders along with Post No. R2 or Post No. 4 depending on the time of day.
- g. Response will always be performed with two guards.
- h. This post is responsible for escorting guests, visitors, and vessel personnel to and from the area; for inspecting the facility; and for patrolling the park area as time permits.
- i. Patrols and inspections by this guard may be performed on foot, with the use of a contractor-provided electric cart, and with a contractor-provided motor vehicle.
- j. During the winter months (approx. 15 December thru 1 May, depending on severity of winter), this post will be responsible for performing an inspection of steam lines and boilers once every eight hours. This inspection will cover the areas of the Lock Galleries and switchgear rooms, Davis Building, Generator Room, Warehouse, Steam Plant, and areas with steam traps in use. This inspection requires that the Guard call an automated time recorder from thirteen sites. A phone contact list will be provided for calling in observed problems with the Steam System.
- k. The roving Guards shall be responsible for the entire secured area of the St. Marys Falls Canal, including the upper park areas. This post will be manned as noted in the Appendix to Section C. This guard shall not spend any more time in the immediate vicinity of Post No. 1 than specific escort obligation demands. The Roving Guard shall maintain continuous radio contact with the guard at Post No. 1.

7. Roving Guard No. 2– **Post No. R2.**

- a. This post is staffed during the hours that Post No.4 stands down.
- b. This is an armed post.
- c. Assist Emergency Responders in securing facility as outlined in *SOO LOCKS EMERGENCY ACTION PLAN*.
- d. Be especially vigilant to the possible theft of Government property and question any person with property, materials, or supplies leaving the area.
- e. Maintain continuous monitoring of all post via security radio net.
- f. This post is responsible for response to systems alarms and intruders along with Post No. R1.
- g. Response will always be performed with two guards.
- h. This post is responsible for escorting guests, visitors, and vessel personnel to and from the area; for inspecting the facility; and for patrolling the park area as time permits.
- i. Patrols and inspections by this guard may be performed on foot, with the use of a contractor-provided electric cart, and with a contractor-provided motor vehicle.

j. During the winter months (approx. 15 December thru 1 May, depending on severity of winter), this post will be responsible for performing an inspection of steam lines and boilers once every eight hours. This inspection will cover the areas of the Lock Galleries and switchgear rooms, Davis Building, Generator Room, Warehouse, Steam Plant, and areas with steam traps in use. This inspection requires that the Guard call an automated time recorder from thirteen sites. A phone contact list will be provided for calling in observed problems with the Steam System.

k. The roving Guards shall be responsible for the entire secured area of the St. Marys Falls Canal, including the upper park areas. This post will be manned as noted in the Appendix to Section C. This guard shall not spend any more time in the immediate vicinity of Post No. 1 than specific escort obligation demands. The Roving Guard shall maintain continuous radio contact with the guard at Post No. 1.

C.3 DEFINITIONS - TECHNICAL. As used throughout this contract, the following terms shall have the meaning set forth below. Additional definitions are in the "DEFINITIONS" clause in Section I.

a. Accepted Guard Force Personnel. Those personnel meeting all uniform, appearance, standards of conduct, security, and training requirements.

b. Contracting Officer (KO). The Contracting Officer is a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

c. Contractor. The term Contractor as used herein refers to both the prime Contractor and any subcontractors. The prime Contractor shall ensure that his/her subcontractors comply with the provisions of this contract.

d. Contractor Representative. A foreman or superintendent assigned in accordance with the "Identification of Contractor Employees" paragraph, Section C.

e. Guardmount. A briefing and inspection of guards coming on duty at changes of shift. Guards are briefed on any pertinent information pertaining to their post. Guards are also inspected for uniform and appearance standards.

f. Performance Requirements Summary Table. The instrument used primarily by the Contracting Officer in calculating payment deductions for unsatisfactory performance or nonperformance of contract requirements. See Attachment J-C2.

g. Post. A station or task to which guards are assigned.

h. Quality Assurance (QA). A method used by the Government to provide some measure of control over the quality of purchased goods and services received.

i. Quality Assurance Evaluator (QAE). The Government employee responsible for the daily monitoring of Contractor performance.



j. Quality Control (QC). A method used by the Contractor to control the quality of goods and services produced.

k. Regular Working Hours. The Government's regular (normal) office working hours are from 0700 to 1730, Monday through Friday except (a) federal holidays and (b) other days specifically designated by the Contracting Officer. Note: the Soo Area Office maintains a 24 hour per day operations of two locks and two Hydroelectric power plants

l. Response Time. Response time is defined as the time allowed the Contractor after initial notification of a work requirement to be physically on the premises at the work site with appropriate equipment and materials, ready to perform the work required. Response times are designated in the appropriate technical paragraphs in Section C.

m. Standard Operating Procedures (SOPs). Administrative manual defining routine and standard procedures for handling situations and matters pertaining to posts and guard service requirements.

C.4 GOVERNMENT FURNISHED PROPERTY, MATERIALS AND SERVICES. The Government will furnish or make available to the Contractor certain Government owned facilities, equipment, materials, and utilities for use in connection with this contract.

a. Government Furnished Facilities. The Government will furnish or make available to the Contractor the facilities described in Attachment J-C3.

b. Government Furnished Equipment. The Government will furnish or make available to the Contractor the tools and equipment listed in Attachment J-C4.

c. Government Furnished Material. The Government will not provide any materials to the Contractor.

d. Availability of Utilities. The Government will furnish utility services.

C.5 CONTRACTOR FURNISHED ITEMS. Except for the items delineated in paragraph C.4, the Contractor shall provide all equipment, materials, and services to perform the requirements of this contract. Specific Contractor furnished items are listed in Attachment J-C6.

C.6 MANAGEMENT. The Contractor shall manage the total work effort associated with the guard services required herein to assure fully adequate and timely completion of these services. Such management includes, but is not limited to, planning, scheduling, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide staff with the necessary management expertise to assure the performance of the required work.

a. Work Control. The Contractor shall implement all necessary scheduling and personnel/equipment control procedures to ensure timely accomplishment of all guard services requirements.

b. Initial Work Schedule. Within 15 calendar days after award, the Contractor shall submit to the Contracting Officer, a general schedule of planned performance of work for the contract period. The Schedule shall indicate the day or days of the week that weekly or more frequent services will be accomplished, the week of the month that items of less than weekly frequency will be accomplished, the location to receive services, and the services to be accomplished.

c. Monthly Work Schedule. The Contractor's monthly work schedule shall indicate the specific hours of the day each post will be manned, including the number of personnel per post. Other known requirements, such as scheduled escort services, scheduled courier services, and scheduled fire/evacuation drills shall also be shown on the schedule. Proposed changes to the monthly work schedule shall be submitted to the Contracting Officer at least 72 hours prior to the start of the period in question.

d. Records and Reports. The Contractor shall maintain records and prepare reports as set forth in Attachment J-C7. A copy of all reports shall be maintained on-site and available for inspection by the Government at all times. From time to time the Contractor's employees may be required to make written and oral statements to the Army Inspector General, the Federal Bureau of Investigation, or other agencies due to the nature of a particular incident. Any written statements provided shall be considered a report under the terms of the contract. All records and copies of reports shall be turned over to the Contracting Officer within five calendar days after contract completion.

#### C.7 SUPERVISION/GUARDMOUNTS

a. Supervision. The Contractor shall provide adequate on-site supervision of employees at all times that a post is manned. The supervisor shall ensure that each post is manned as required, that employees are properly uniformed and present a neat appearance, and that each employee is familiar with their post and duties (i.e. each shift will have a supervisor or leader). Such supervision shall include an informal "guardmount" at the start of each shift during which relief personnel shall be assembled for inspection, arming, announcements, and a general transfer of information from one shift's personnel to the next. This is in addition to the time required for posting and relief of personnel.

b. Availability of Supervision. The Contractor's supervisory personnel in charge of work under this contract shall be available at all times to receive and implement orders or special instructions from the Contracting Officer concerning matters which affect the operation, protection and/or security of assigned areas.

c. Duties of Supervision. The Contractor's Representative or Supervisor shall hold the position of an on-duty guard.

C.8 STANDARDS OF CONDUCT. The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity, and for taking such disciplinary action against his/her employees as may be necessary. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, the U. S. Army, and the Federal

Government. The Government reserves the right to direct the Contractor to remove an employee from the work site for failure to comply with the standards of conduct. The Contractor shall initiate immediate action to replace such an employee to maintain continuity of services at no additional cost to the Government.

a. Appearance. The Government requires a favorable image and considers it to be a major asset of a protective force. The employee's attitude, courtesy, and job knowledge are influential in creating a favorable image. However, most people form an opinion by the appearance of the uniformed employees. All contract employees are therefore required to comply with the military hair/beard/mustache length and style requirements.

b. Neglect of Duties shall not be condoned. This includes sleeping on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours, and refusing to render assistance or cooperate in upholding the integrity of the work site security.

c. Disorderly Conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.

d. Intoxicants. The Contractor shall not allow any employee (while on duty) to possess, sell, consume, or be under the influence of intoxicants, drugs, or substances, which produce similar effects.

e. Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include, but are not limited to, the following:

1. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records.

2. Unauthorized use of Government property, theft, vandalism, or immoral conduct.

3. Unethical or improper use of official authority or credentials.

4. Misuse of weapons.

5. Security violations.

C.9 UNIFORMS. While on duty, all guard force personnel shall wear a complete uniform of the type prescribed below so that a favorable public image is presented. Shoes shall be shined and all items of clothing shall fit well and be clean, neat, and pressed, if appropriate. The uniform's color(s) shall be the same as that in general use by large guard or police organizations in the United States. All employees shall wear the same color and style of uniform. An appropriately lettered breast badge and cap ornament shall indicate the jurisdiction from which authority, if any, is obtained. Shoulder patches with Contractor identification and not larger than 4½ inches by 4½ inches shall be worn on the uniform's left shoulder. No other Contractor identification is to

be worn or displayed on the uniform. Cleaning, pressing, and repair costs shall be paid by the Contractor as allowed in the attached Department of Labor Service Contract Labor Wage Determination. Each employee shall be issued a uniform by the Contractor to include the following items:

- Shirt
- Trousers (skirts are optional for female employees)
- Necktie
- Cap
- Jacket (in winter)
- Appropriate Protective Body Armor (Bullet Proof Vest)
- Name tag (over left breast pocket)
- Handcuffs, key, and pouch
- Baton (police regulation type) and holder
- Pepper Spray and Pepper Spray Holster (typical police issue)
- Flashlight and batteries (producing light equal to or greater than a flashlight with 2 "D" cell batteries)
- Inclement weather protection (as needed)
- Whistle
- Shoes and safety helmets that meet ANSI 289.1-1969
- Holster including safety strap (crossdraw and swivel holsters are not authorized)
- Holster belt
- Ammunition pouch

C.10 COMMUNICATIONS. The Contractor shall coordinate with the State of Michigan all actions necessary to obtain permission to procure and operate 800 Mhz Radios on the State of Michigan's Radio Net.

C.11 VEHICLES. The Contractor shall provide all vehicles necessary for the performance of this contract. All vehicles shall be kept in a safe operating condition at all times. All fuel, oil, lubricants, and maintenance shall be provided by the Contractor. All vehicles shall be identically painted in an approved color. All vehicles shall be clearly marked (front, rear, and both sides) with distinctive insignia containing the word "SECURITY" in letters at least four inches in height. Each vehicle shall have a clearly visible red and/or blue flashing light. Each vehicle shall have a distinctive siren.

Each vehicle shall have a handheld or fixed search light with a minimum of 100,000 candlepower. In the event of a vehicle breakdown, the Contractor shall provide a replacement vehicle on site that meets all contract requirements within 48 hours of breakdown. All vehicle repairs shall be done off Government property, except for minor work such as changing a flat tire, battery, etc. Vehicles that are not operable, are undergoing maintenance, are located at another site, or are otherwise unavailable for immediate use are not acceptable.

C.12 KEY/COMBINATION CONTROL. The Contractor shall receive, secure, issue, and account for all keys issued for access to buildings, offices, equipment, gates, etc. for the purposes of this contract. Prior to starting work, the Contractor shall sign a receipt for all keys/combinations issued by the Government. The Contractor shall maintain records, to be made available to the Government Representative upon request, that show how many keys are in existence, in whose possession they are. Keys shall not be duplicated without the Contracting Officer's approval. Software for key control will be provided by the Government.

C.13 PERSONNEL REQUIREMENTS

a. Physical Fitness Program. The Contractor shall develop and maintain a physical fitness program for all guard force personnel assigned to duty under this contract. The program shall be sufficiently comprehensive to ensure employees maintain physical fitness allowing them to continuously meet the physical requirements of their duties.

b. Authority and Jurisdiction

1. Authority. Authority of Contractor personnel to detain and/or make arrests shall be that of private citizens as defined by the laws of the state(s) in which performance takes place; and each member of the guard force shall be under a duty by virtue of his/her employment under this contract to exercise that authority in the manner directed by this contract, including the SOP.

2. Jurisdiction. Members of the guard force shall be familiar with and comply with the limits of Army jurisdiction, as defined in the SOP.

c. Employment Suitability and Qualifications. Prior to assignment to the Contractor's guard force, an individual shall meet the following suitability criteria. Employees not assigned to the guard force shall satisfy the requirements of the "Identification of Contractor Employees" paragraph in Section C.

1. Education. Possess a high school diploma or equivalent, or pass an equivalent performance examination designed to measure basic job-related mathematical, language, and reasoning skills. Possess basic computer skills and the ability to learn and use security related software and Hardware. Possess the knowledge and ability to perform all required guard services duties. Must be able to read, write, and speak English.

2. Felony Convictions. Have no felony convictions and no convictions that reflect on the individual's reliability.

3. Age. Be 21 years of age or older, or be an honorably discharged veteran. Must be 21 years of age to be armed.

4. Citizenship. Be a citizen of the United States.

5. Physical Qualifications. Pass a physical examination given by a licensed physician or health care professional prior to assignment and yearly thereafter. Two copies of a written certification from the examining physician that the employee meets the following physical qualifications shall be provided to the Contracting Officer following each examination. The following physical requirements apply for all guard force personnel:

a. Vision

1 Distant visual acuity in each eye shall be correctable to 20/30 (Snellen or equivalent) in the better eye and 20/40 in the other eye with eyeglasses or contact lenses. If uncorrected distance vision is not at least 20/40 in the better eye, the individual shall carry an extra pair of corrective lenses. Near visual acuity, corrected or uncorrected, shall be at least 20/40 in the better eye. Field of vision must be at least 70 horizontal meridian in each eye. The ability to distinguish red, green, and yellow colors is required. Loss of vision in one eye is disqualifying. Glaucoma shall be disqualifying unless controlled by acceptable medical or surgical means, provided such medications, as may be used for controlling glaucoma do not cause undesirable side effects which adversely affect the individuals ability to perform assigned security job duties, and provided the visual requirements stated above are met. On-the-job evaluation shall be used for individuals who exhibit a mild color vision defect.

2 Where corrective eyeglasses are required, they shall be of the safety glass type.

3 The use of corrective eyeglasses or contact lenses shall not interfere with an individual's ability to effectively perform assigned security job duties during normal or emergency operations.

b. Hearing

1. Individuals shall have no hearing loss in the better ear greater than 30 decibels average at 500 Hz, 1000 Hz, and 2000 Hz, with no level greater than 40 decibels at any one frequency (by ISO 389 "Standard Reference Zero for the Calibration of Pur-tone Audiometer" (1975) or ANSI S3.6-1969 (r. 1973) "Specifications for Audiometers").

2. A hearing aid is acceptable provided suitable testing procedures demonstrate auditory acuity equivalent to the above stated requirement.

3. The use of a hearing aid shall not decrease the effective performance of the individual's assigned guard duties during normal or emergency operations.

c. Each guard services employee shall be in good physical condition, be able to protect themselves and others, and withstand sudden

emotional stress and physical exertion in apprehension of suspects and violators. Pursuit may be on foot, requiring running, jumping, climbing, and/or crawling, followed by physical contact to overpower the violator as necessary.

d. Diseases. Individuals shall have no established medical history or medical diagnosis of epilepsy or diabetes, or, where such a condition exists, the individual shall provide medical evidence that the condition can be controlled with proper medication so that the individual will not lapse into a coma or unconscious state while performing assigned guard services duties.

e. Addiction. Individuals shall have no established medical history or medical diagnosis of habitual alcoholism or drug addiction, or, where such a condition has existed, the individual shall provide certified documentation of having completed a rehabilitation program which would give a reasonable degree of confidence that the individual would be capable of performing assigned guard services duties.

f. Other Physical Requirements. An individual who has been incapacitated due to serious illness, injury, disease, or operation, which could interfere with the effective performance of assigned guard services duties, shall, prior to resumption of such duties, provide medical evidence of recovery and ability to perform such duties.

d. Training. All guard force personnel shall be trained in accordance with the requirements of Army regulations. A summary of these training requirements is included in Attachment J-C8. The Government reserves the right to revise this instruction during the contract period. If such revision materially affects the time or cost of performance under this contract, a modification will be processed in accordance with the "CHANGES - FIXED PRICE" clause, Section I.

1. Training Plan

a. Within 10 calendar days after contract award the Contractor shall submit three copies of his/her proposed training plan to the Contracting Officer for review and approval. The training plan shall include the following, at a minimum, for Phase One, Phase Two, and Firearms Proficiency Training requirements:

1. Name and location of training facility.
2. If training facility is not an institute accredited to provide such training, names and qualifications of instructors.
3. Dates/Times training courses are to be presented.

b. The Government reserves the right to reject the training plan if it determines that training facilities are inadequate and/or instructors are not qualified to provide such training. If the training plan is rejected, the Contractor shall submit a new training plan within 10 calendar days. Failure to submit an acceptable training plan may be grounds for termination for default of this contract. Revisions to the approved training plan shall be submitted to the Contracting Officer for review/approval within five calendar days of such revision. In the event of personnel turnover, new Contractor employees must complete training under the Contractor's then current training plan. The Government reserves the right to audit all or part of Contractor provided training courses.

2. Specific Requirements

a. Phase I Training. Each member of the guard force shall successfully complete a minimum of 8 hours of Phase I training on the any subjects specified in Attachment J-C8.

b. Phase II Training. Each member of the guard force shall receive a minimum of sixteen hours of Phase II refresher training annually, as specified in Attachment J-C8.

c. Firearms Proficiency Training and Qualification. Each member of the guard force which may be required to carry a weapon shall be trained and qualified to meet the minimum standards specified in FM 19-10, including initial training and qualification, sustainment training, and annual qualification. No member of the guard force shall bear a firearm on board the activity or be assigned to an armed post until a written certification of qualification has been provided to the Contracting Officer, and the guard has successfully completed training in the use of deadly force.



3. Lack of Training. If the Contracting Officer determines Contractor employees do not possess required Phase I or firearms proficiency training and qualifications, or if employees fail to successfully complete firearms sustainment training, annual qualification, and annual Phase II training, the Contracting Officer will direct the Contractor to immediately remove such employees from duty and provide qualified replacements at no additional cost to the Government. If the Contractor fails to provide such replacements, the Government may exercise one of its options under the "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" clause, Section E, or may exercise other options available through other provisions of the contract.

e. Firearms Licensing and Permits. The Contractor shall ensure each member of the guard force required to carry a firearm complies with all current state and local firearms suitability, licensing, and permit requirements, including the following:

1. Firearms Permits. Except where precluded by local law or ordinance, the Contractor shall (1) obtain a permit for each guard required to carry a firearm, and (2) maintain on file a current firearm permit for each guard. A copy of each guard's permit will be provided to the Contracting Officer at least three working days prior to the anticipated assignment date of any individual. All guards shall carry their permit on their person while on duty. The Contracting Officer shall be immediately notified should such permits be terminated, revoked, or suspended at any time and the guard(s) affected shall be immediately removed from the work site.

2. Bonds. The Contractor shall provide all official bonds required, and pay all fees or costs involved or related to the authorization for the arming of all employees engaged in providing services specified under this contract.

f. Employment of Government Personnel. The Contractor shall not employ for the purposes of this contract any civilian currently employed by the Government at this activity or any of its tenant activities, nor any active duty military personnel.

g. Continuous Employee Observation/Evaluation. The Contractor shall arrange for continuous supervisory observation and evaluation of all guard force personnel, and take appropriate corrective measures for all indications of emotional instability noted in the course of performing assigned guard services duties.

#### C.14 PERSONNEL SECURITY CLEARANCE REQUIREMENTS

a. Security Check. All Contractor employees assigned to perform guard services under this contract must pass a favorable Security Check. The Contractor shall provide necessary information to, and complete all forms requested by the activity Security Officer for the purpose of initiating this check. Before assigning any employee to guard duties the Contractor must possess a letter from the Security Officer indicating that the check on that employee is favorable.

b. Security Clearance. Certain positions under this contract require a SECRET Security Clearance as outlined in C.2 General Requirements.

b. Facility Clearance. A Facility Clearance is required for this contract. The Contractor shall furnish the information required in Attachment J-2 and any other information required by the activity Security Officer to process this clearance.

#### C.15 WORK REQUIREMENTS

a. Entry Control. The Contractor shall deter unauthorized personnel, property, or vehicles from entering into the area(s) defined in the SOP. The following post shall be controlled during the specified times.

<u>Post No.</u>	<u>Location</u>	<u>Hours/Day</u>	<u>Days/Week</u>	<u>Minimum # of Guards</u>	<u>Armed</u>
1	Gate #9 <sup>1</sup> or #47 <sup>2</sup> (As specified)	24	7	1	Yes

1. Authorized personnel or vehicles shall be allowed entry within One minute after arrival and the Contractor shall minimize traffic congestion during peak periods of personnel arrivals/departures.

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<sup>1</sup> Manned 24 hours per day when park is closed for winter. During tourist season it is manned between the hours of 0000 to 0700 daily.

<sup>2</sup> During the tourist season it is manned between the hours of 0700 to 2400 daily.

2. The Contractor shall comply with the SOP regarding issuance of passes and badges to Government employees, visitors, Contractors, vendors, and others. The Contractor shall courteously and promptly process visitors, issue appropriate identification badges to authorized visitors, and record required information. Contractor employees shall provide clear directions to visitors upon request. Visitors shall either be denied access or issued an identification badge within 5 minutes after their arrival.

3. The Contractor shall maintain a list of lost items, accept found items, and secure them until they can be transferred to owner or Station Commander or Authorized representative for disposition. The Contractor shall be fully responsible for items in his/her possession.

4. All gates and vehicle barriers shall be closed to inbound traffic and locked, and an "all secure" report made in accordance with the specific procedures contained in the SOP within five minutes of notification of the Contractor's base station or shift supervisor.

5. Post No. 1 is responsible for maintaining the UHF Radio Net.

6. Post No. 1 is responsible for maintaining the Intrusion Detection System.

7. Post No. 1 is responsible for monitoring any equipment, fire, or gas alarms as they are made available in the post.

8. Post No. 1 is responsible for monitoring all surveillance cameras.

b. Exit Control. The Contractor shall comply with the SOP regarding detention of persons or property, and shall insure any person(s) attempting to take Government property off the installation has a valid property pass, as identified in the SOP.

c. Roving Patrol. The Contractor shall provide personnel for roving patrols as specified in the table below. Specific requirements for each post are discussed in paragraphs C.15.c(1) through C.15.c(6), and in the SOP. All roving patrol guards shall be equipped with communications equipment as specified in the "Communications" paragraph of this section, and be capable of making instantaneous contact with the Contractor's base station and/or shift supervisor at all times.

<u>Post No.</u>	<u>Location</u>	<u>Hours/Day</u>	<u>Days/Week</u>	<u>Minimum # of Guards</u>	<u>Armed</u>
R1	Upper Park, Canal, variable <sup>3</sup> North Perimeter (Escort)		7	1	Yes
R2	Lower Park, warehouse South Perimeter	24	7	1	Yes

1. General. The roving patrol function includes both foot and motorized patrols. Roving patrols shall be continuously on the alert for the occurrence of fires, explosions, collapses, leaks, flooding, equipment failure, and other catastrophes by close and detailed observation of buildings, machinery, vehicles, equipment, other resources, and personnel. Unsafe or potentially unsafe conditions, procedures, or activities shall be identified and promptly corrected, if possible. Alternatively, the Contractor shall restrict admission to the unsafe area to minimize the risk and notify the proper authority so that repair or correction can be accomplished as soon as possible. In the event of a catastrophe, the Contractor shall immediately summon appropriate response forces and then notify Government personnel prescribed by the SOP; assist in minimizing the effects thereof; and assist in restoring the area to a safe condition as soon as possible.

2. Perimeter. A check shall be made of the entire station perimeter to detect unauthorized entry (attempted or actual) at the frequency prescribed in the SOP. Routes shall be varied in order not to establish a set pattern.

3. Building/Equipment Checks. Security checks shall be made of all buildings and pieces of equipment identified in the SOP at the frequencies prescribed in the SOP. While such checks are primarily to detect unsecured facilities, the patrol shall also immediately report fire, flooding, or other condition that could result in damage to buildings/equipment or injuries to personnel. Such checks shall specifically include restricted document storage areas, weapons and munitions storage areas, safes, and other areas specifically identified in the SOP. The patrol guard(s) shall also turn off unnecessary lights and appliances and close windows/doors to conserve energy and turn off appliances such as coffee pots and hot plates that present a fire hazard. The Contractor's employees shall not disturb papers on desks, open desk drawers or cabinets, erase blackboards, or use Government equipment except as authorized.

4. Traffic, Parking, and Pedestrian Control. The Contractor shall contact local law enforcement for ticketing of unauthorized vehicles. Abandoned vehicles shall be reported promptly in accordance with the SOP. Vehicles parked in prohibited zones (e.g., fire lanes, and other such areas) which require removal by towing, will also be reported per the SOP.

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<sup>3</sup> 24 hours per day from 25 March to 15 January. 8 hours per day (day shift only) from 16 January to 24 March.

5. Deviation from Prescribed Schedules

a. Government Directed. In the case of emergency conditions requiring immediate attention, the Contracting Officer may direct the Contractor's on site supervisor to temporarily divert personnel from their normal roving patrol duties to respond to the emergency conditions, at no additional cost to the Government. Such employees shall return to their normally assigned duties when released from the emergency situation.

b. Contractor Directed. Except for the emergency conditions described in the SOP, the Contractor shall not divert roving patrol personnel from their prescribed schedules without the prior approval of the Contracting Officer. In instances where verbal deviation approval is given by the Contracting Officer, all pertinent facts concerning the deviation shall be recorded in an incident report and forwarded to the Contracting Officer within three hours of the approval. Diversions resulting from emergency conditions described in the SOP shall be reported to the Contracting Officer in an incident report within three hours of the diversion.

d. Escort Services. The Contractor shall provide escort services as described in the SOP for visitors and vessel crewman.

e. Miscellaneous Services

(1) Monitoring of Alarm Systems. The alarm systems(s) listed below shall be monitored by the Contractor continuously during the periods indicated. Post 1 will continuously monitor these systems. Post 1 will assess alarms using cameras and/or Guard Force personnel then contact appropriate Contractor personnel, Government personnel, or Emergency services for response within the time frames specified in the SOP. Guards must arrive at the alarm site or conduct remote assessment as appropriate within the appropriate response times specified below. Response time begins when the alarm sounds. The Government reserves the right to test the Contractor's response to alarms not more than once a month during the term of the contract without prior notice.

**ALARM SYSTEMS MONITORED FROM POST NO. 1**

<u>Location</u>	<u>Alarm Type</u>	<u>Monitored During the Periods</u>	<u>Type Signal</u>	<u>Response Time</u>
ANY	INTRUSION	24 HOURS PER DAY 7 DAYS/WEEK	VISUAL/AUDIBAL	5 MINUTES
ANY	FIRE	24 HOURS PER DAY 7 DAYS/WEEK	VISUAL/AUDIBAL	5 MINUTES
ANY	HIGH WATER	24 HOURS PER DAY 7 DAYS/WEEK	VISUAL/AUDIBAL	5 MINUTES
ANY	EQUIPMENT	24 HOURS PER DAY 7 DAYS/WEEK	VISUAL/AUDIBAL	5 MINUTES

ANY

GAS\*

24 HOURS PER DAY

VISUAL/AUDIBAL 5 MINUTES

7 DAYS/WEEK

(2) Complaints. The Contractor shall receive complaints from any person concerning security, safety, or law enforcement within the Government's jurisdiction. Such complaints shall be promptly reported to the Security Officer or Area Engineer for resolution and disposition. The Contractor shall endeavor to deter crimes against persons without waiting for a specific complaint, while immediately notifying the local police.

(3) Gate/Building Openings. The Contractor shall open and close gate(s) and building(s) within Ten minutes of the scheduled time as specified in the SOP. Locked gates or buildings must be opened within Five minutes in response to an authorized request at any time. The Contractor shall maintain a record of all nonscheduled gate/building openings.

g. Special Events/Extra Service. Special events and extra service are situations where additional accepted guard force personnel will be required on a one-time basis. Payment for such events will be included in the indefinite quantity portion of the contract. The unit price bid for this item includes all direct and indirect costs associated with providing one post hour of guard services, including all costs for transportation, equipment, etc. Known special events and extra service include the following:

1. Engineers Day. Two additional guards shall be provided during the hours 0800 hrs to 1630 hrs on Engineers Day. These guards shall be stationed at the Southeast Operating Gate of the Poe Lock and at the Southeast Entrance to the Administration Building to provide additional traffic and crowd control beyond that normally required.

2. Soo Arts Festival. One additional guard shall be provided from 0900 hrs to 1730 hrs during the Soo Arts Festival. This guard shall provide additional traffic and crowd control beyond that normally required.

3. National or Local Emergency. In the case of an increased THREATCON the Government may desire to add additional guards at times and places at the Soo Locks Facility that would be appropriate for the threat or condition.

4. Floating Plant Security. Government Floating Plant (Crane Barges, Survey Vessels, Tug Boats, and Launches) dock at several different locations along the St. Marys River on an intermittent basis. At times due to the value of the equipment and potential local vandalism, one guard may be required week days from 1630 to 0800 and weekends on a 24 hour basis. From 15 April to 15 December the following docks-geographical locations are used: Homestead Dock-Sugar Island, Lower Dam-Barbeau, Cell Dock-Neebish Island, and Coal Dock-Detour.

#### C.16 GENERAL ADMINISTRATIVE REQUIREMENTS

a. Directives. Applicable Department of Defense (DOD), Secretary of the Army, and other directives, instructions, and regulations are listed in Attachment J-C9.

b. Station Regulations

1. The Contractor and his/her employees shall become acquainted with and obey all Government regulations as posted, or as requested by the Contracting Officer.

c. Fire Protection. The Contractor and his/her employees shall know where fire alarms are located and how to turn them on. The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials. Contractor employees operating critical equipment shall be trained to properly respond during a fire alarm or fire per local activity instructions.

d. Environmental Protection. The Contractor shall comply with all applicable federal, state, and local laws, and with the regulations and standards as requested by the Contracting Officer. All environmental protection matters shall be coordinated with the Contracting Officer. Inspection of any of the facilities operated by the Contractor may be accomplished by the Activity Environmental Protection Coordinator, or authorized officials on a no-notice basis during normal working hours. In the event a regulatory agency assesses a monetary fine against the Government for violations caused by Contractor negligence, the Contractor shall reimburse the Government for the amount of that fine and others costs. The Contractor shall also clean up any oil spills which result from the Contractor's operations.

e. Disposal

Debris, rubbish and non-usable material resulting from the work under this contract may be disposed of on Government property at appropriate trash receptacles at the direction of the KO or off Government property at the option of the Contractor. In either case, the Contractor must dispose of all hazardous waste in accordance with the Resource Conservation and Recovery Act and all other applicable federal, state and local laws and regulations.

f. Safety Requirements and Reports

1. Prior to commencing work, the Contractor shall meet in conference with the KO to discuss and develop mutual understandings relative to administration of the Safety Program.

2. The Contractor's work space may be inspected periodically for OSHA and Army violations. Abatement of violations will be the responsibility of the Contractor and/or the Government as determined by the KO. The Contractor shall provide assistance to the Safety Office escort and the federal or state OSHA inspector if a complaint is filed. Any fines levied on the Contractor by federal or state OSHA offices due to safety/health violations shall be paid promptly.

3. The Contractor shall report to the Safety Officer, in the manner and on the forms prescribed by the Government, exposure data and all accidents resulting in death, trauma, or occupational disease. All accidents must be reported to the Safety Officer within 24 hours of their occurrence.

4. The Contractor shall submit to the Safety Officer a full report of damage to Government property and/or equipment by contractor employees. All damage reports shall be submitted to the Safety Officer within 24 hours of the occurrence.

g. Security Requirements

1. The Contractor shall comply with all activity security requirements. Upon request, the Contractor shall submit the name and address of each employee hired for work on this contract and shall cause to be filled out questionnaires and other forms as may be required for security.

2. Neither the Contractor nor any of its employees shall disclose or cause to be disseminated any information concerning the operations of the activity which could result in or increase the likelihood of the possibility of a breach of the activity's security or interrupt the continuity of its operations.

3. Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under his/her control in connection with work under this contract, may subject the Contractor, his/her agents or employees to criminal liability under 18 U.S.C., Sections 793 and 798.

4. All inquiries, comments or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this contract, the resolution of which may require the dissemination of official information will be directed to the activity Commander.

5. Deviations from or violations of any of the provisions of this paragraph will, in addition to all other criminal and civil remedies, provided by law subject the Contractor to immediate termination for default and/or the individuals involved to a withdrawal of the Government's acceptance and approval of employment.

h. Passes and Badges. All Contractor employees shall obtain the required employee pass. The Contractor shall, prior to the start of the contract, submit to the Security Assistant an estimate of the number of personnel expected to be utilized at any one time on the contract. The Government will issue badges without charge. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's pass and badge shall be returned within five days. Passes and badges issued to Contractor employees shall not negate the requirement for employee identification required in the "Identification of Contractor Employees" paragraph.

i. Access to Buildings

1. It shall be the Contractor's responsibility, through the Security Assistant or Area Engineer, to obtain access to buildings and facilities and arrange for them to be opened and closed.



2. Keys may be issued to the Contractor; however, it shall be the Contractor's responsibility to arrange for adequate security of the buildings and facilities at the end of each work day.

3. The Contractor shall be responsible for the cost of replacing any keys that are furnished to and lost by his/her employees. If the Security Assistant decides that a lock must be replaced because of the loss of a key by the Contractor's employees, the Contractor shall pay the cost of that replacement. Similarly, the Contractor shall pay the cost of changing a combination if the Security Assistant has reasonable cause to believe that the combination has been compromised.

j. Identification of Contractor Employees

1. The Contractor shall provide to the Security Assistant the name or names of the responsible supervisory person or persons authorized to act for the Contractor.

2. The Contractor shall furnish sufficient personnel to perform all work specified within the contract.

3. Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.

4. The Contractor shall remove from the site any individual whose continued employment is deemed by the KO to be contrary to the public interest or inconsistent with the best interests of National Security.

5. No employee or representative of the Contractor will be admitted to the site of work unless satisfactory proof of citizenship is furnished.

6. All contractor/subcontractor employees working under this contract shall be identified by a distinctive name plate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.

k. Identification of Contractor Vehicles. The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate and safety inspection sticker, if applicable, and shall be maintained in good repair. Vehicles shall be equipped with a flashing blue light.

l. Permits. The Contractor shall, without additional expense to the Government, obtain all appointments, licenses, and permits required for the prosecution of the work. The Contractor shall comply with all applicable federal, state, and local laws. Evidence of such permits and licenses shall be provided to the KO before work commences.

m. Insurance. Within fifteen (15) days after the award of this contract, the Contractor shall furnish the Contracting Officer a *CERTIFICATE OF INSURANCE* as evidence of the existence of the following insurance coverage in

amounts not less than the amounts specified below in accordance with the "INSURANCE - WORK ON A GOVERNMENT INSTALLATION" clause, Section I.

1. The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage.

a. Comprehensive General Liability: \$500,000 per occurrence.

b. Automobile Liability: \$200,000 per person  
\$500,000 per occurrence  
\$ 20,000 per occurrence for property damage

c. Workmen's Compensation: As required by Federal and State worker's compensation and occupational disease statutes.

d. Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers.

e. Other as required by State Law.

2. The Certificate of Insurance shall provide for at least thirty days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned INSURANCE clause.

END OF SECTION C

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.246-7000	Material Inspection And Receiving Report	MAR 2003

## Section F - Deliveries or Performance

### DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	01-FEB-2005	1	ADMINISTRATIVE BRANCH ST. MARY'S FALLS CANAL SAULT STE. MARIE MI 49783 FOB: Destination	

### CLAUSES INCORPORATED BY REFERENCE

52.247-34	F.O.B. Destination	NOV 1991
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### CLAUSES INCORPORATED BY FULL TEXT

#### 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

Section G - Contract Administration Data

## Section H - Special Contract Requirements

### CLAUSES INCORPORATED BY REFERENCE

52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.237-5	Payment by Contractor to Government	APR 1984

### CLAUSES INCORPORATED BY FULL TEXT

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within sixty (60) days.

(End of clause)

#### Security Contract Language for all Corps of Engineers' Unclassified Contracts (PIL 2003-06, 19 Feb 03)

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the U.S. Army Corps of Engineers, Detroit District 477 Michigan Ave., Detroit, MI 48226 Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the U.S. Army Corps of Engineers, Detroit District, 477 Michigan Ave., Detroit, MI 48226 Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the U.S. Army Corps of Engineers, Detroit District , 477 Michigan Ave., Detroit, MI 48226 Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

(End of Clause)



## Section I - Contract Clauses

### CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2005
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-17	Section 8(A) Award	DEC 1996
52.219-18	Notification Of Competition Limited To Eligible 8 (A) Concerns	JUN 2003
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.222-44	Fair Labor Standards And Service Contract Act - Price Adjustment	FEB 2002
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.232-7010	Levies on Contract Payments	SEP 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (SEP 2005) ALTERNATE I (JUN 2003)

(a) Definitions. As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

- (i) No material change in disadvantaged ownership and control has occurred since its certification;
  - (ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
  - (iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net;
- (2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or
- (3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k) including a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of \_\_\_\_\_ [Contracting Officer insert the percentage] percent to the price of all offers, except--

- (i) Offers from small disadvantaged business concerns that have not waived the adjustment; and
- (ii) An otherwise successful offer from a historically black college or university or minority institution.

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

\_\_\_\_ Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

- (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

(End of clause)

#### 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (SEP 2005) ALTERNATE II (OCT 1998)

(a) Definitions. As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k) including a Hispanic-serving institution of higher education as defined

in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of \_\_\_\_\_ [Contracting Officer insert the percentage] percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment; and

(ii) An otherwise successful offer from a historically black college or university or minority institution.

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

\_\_\_\_ Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

#### 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

#### 52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this

is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

#### **CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS**

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost)	(2)	(1) 50	(2)	25



(other than award fee)				
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

- (1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.  
(2) Same sharing arrangement as the contract's profit or fee adjustment formula.  
(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any

value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract . . . . ., shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.arnet.gov](http://www.arnet.gov)

(End of clause)

#### 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

#### 252.219-7009 SECTION 8(A) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for

providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

(To be completed by the Contracting Officer at the time of award)

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J: LIST OF ATTACHMENTS

TABLE OF CONTENTS

<u>ATTACHMENT NUMBER</u>	<u>TITLE</u>
J-1	Department of Labor Wage Determination(s)
J-C1	Standard Operating Procedures
J-C2	Performance Requirements Summary (PRS) Table
J-C3	Government Furnished Facilities
J-C4	Government Furnished Equipment
J-C5	Government Furnished Material
J-C6	Contractor Furnished Items
J-C7	List of Required Records and Reports
J-C8	Summary of Personnel Training Requirements
J-C9	Directives/Reference Manuals
J-C10	Safety Requirements and Reports
K-C11	Security Priority List of Facilities

ATTACHMENT J-1

DEPARTMENT OF LABOR WAGE DETERMINATION

Attached is Service Contract Act Wage Determination 94-2279, Revision 11. This determination specifies the minimum wages and fringe benefits to be paid under this contract.

ATTACHMENT J-C1

STANDARD OPERATING PROCEDURES

INDEX

1. Functions of the Guard Force
2. Duties of the Guard Force and Post Orders
3. Authority
4. Firearm Safety
5. Conditions Under Which Security Force Personnel May Use Deadly Force
6. Additional Considerations Involving Firearms
7. Limits of Army Jurisdiction
8. Apprehension of Persons
9. Personnel Identification Badges
10. Vehicle Identification
11. Fire Calls, Ambulance Runs, Local/State Police in "Hot Pursuit"
12. Property Passes
13. Law Enforcement Agencies
14. Reports
15. Security Violations
17. Community Relations
18. Telephones
19. Standard of Appearance
20. Robbery
21. Preservation of Evidence
22. Bomb Threats
23. News Media
24. Relief
25. Alertness
26. Use of Alcoholic Beverages
27. Disaster and Civil Dis order

1. FUNCTIONS OF THE GUARD FORCE. The guard force is concerned with all matters relating to the security of the command which include:

- a. Safeguarding materials and/or information against espionage and unauthorized disclosure.
- b. Safeguarding the activity against sabotage or any other incident which might jeopardize the normal operation of the command, such as theft, robbery, riot, lawlessness, demonstrations, etc.
- c. Assisting in plans and procedures to be followed in the event of any major catastrophe, such as hurricanes, earthquakes, floods, conflagration, and hostile acts to insure adequate security measures are maintained within the command.

2. DUTIES OF THE GUARD FORCE. The following is a summary of the general duties performed by the guard force:

- a. To protect all persons and property in view.
- b. To keep constantly alert and observe everything within sight or hearing.
- c. To report all violations of published and/or verbal orders.
- d. To remain on assignment until properly relieved by direction of a supervisor.
- e. To pass all information relative to assignment to the relieving guard.
- f. To sound the alarm and take action when warranted in event of fire, disorder, or any other emergency.
- g. To keep the supervisor advised of changes and conditions within and surrounding the assignment manned.
- h. To turn over any money or valuables recovered to a supervisor, immediately reporting the circumstances.
- i. To obey all proper orders emanating from supervisory authority.
- j. To promote efficiency by discouraging nonofficial conversations and assemblages.
- k. To inform supervisors of any change in address, phone number, or any other matter which might affect availability for duty.
- l. To review new orders or assignments upon return to duty from leave or sign off.
- m. Observe and patrol designated perimeter areas, structures, and activities of security interest.
- n. Deter and report persons or vehicles attempting or gaining unauthorized access to security areas.
- o. Check security status of designated repositories, rooms, or buildings during other than regular working hours.
- p. Respond to protective alarm signals and other indications of suspicious activity.
- q. Enforce systems for personnel, vehicle, and property control.
- r. Endeavor to prevent theft, pilferage, riots, espionage, sabotage, and other criminal acts.
- s. Evacuate personnel during emergencies and catastrophes. Evacuation orders will be issued through Area Engineer by District Commander.



### 3. ACCESS CONTROLS

a. The entire Soo Area Office facility is a controlled access area. Access to the facility is controlled through the use of Proxy Card Readers and Government Common Access Cards (CAC). Proxy Cards and color coded passes are issued to visitors at the main gate.

b. Positive Key Control. The issuance of room keys to the Soo Area Office Building and Plant are controlled by the KEY CUSTODIAN. Unissued keys are secured in a container meeting the requirements of AR-190-51. Key control is practiced through a computerized system under which only personnel designated by the Security Officer receive keys. A signed hand receipt must be used for the issuance and return of a key.

c. Access to office area during duty hours are controlled by the responsible Branch Chief. Visitor Access requires approval of the Area Engineer or designated alternate.

d. Sign-in and sign-out rosters will be maintained by the guard at Post No. 1 to control entry to buildings during after-duty hours. Entry is permitted only with the approval of the Area Engineer or designated alternate.

### 4. GUARD POST ORDERS

See page C-11, Guard Post Orders.

### 3. AUTHORITY

a. Guards shall have the authority, via contract !INSERT CONTRACT NUMBER!, on behalf of the Commanding Officer, U.S. Army Engineer District Detroit, to enforce all Army directives from higher authority and all local directives as well as other rules and regulations issued under the authority of the Commanding Officer. The proper method for enforcing such directives, rules, and regulations will depend upon the circumstances of each individual case but may include reporting of violators, apprehension of intruders, and detention of military or civilians pending arrival of security police or other appropriate authority in order that investigation, determination of identity and circumstances, and proper disposition may be carried out. In all cases, the authority for enforcement must be properly exercised using good, sound judgment. Immediate coordination through the shift supervisor with the security office shall be made when apprehension or detention is utilized.

b. Guards have only the same power of arrest as a private citizen. The guards may arrest, without a warrant, persons reasonably and in good faith believed to be guilty of a felony, where a felony has in fact been committed; and arrest persons committing a felony in their presence. Guards may also arrest persons committing a misdemeanor in their presence if the persons are also involved in a breach of the peace. As private citizens, guards have a right to protect their own lives and property and as employees of the Contractor they have a special right to protect the property and personnel of the Government from criminal injuries.

c. Under the authority of the District Engineer, guards have the power to detain military personnel or civilians for appropriate investigation and disposition in performing their function to secure Government property and personnel. This detention shall be only for the minimum amount of time necessary to make a proper disposition of the individual involved according to the circumstances of the case.

4. FIREARM SAFETY. No guard shall remove his/her assigned weapon from its holster except in the event of an emergency, upon the turn-in of the weapon, or when directed to do so by an immediate supervisor. Safety rules are to be followed at all times and are repeated below:

a. Under normal circumstances the chamber of the weapon will be empty and the magazine fully loaded.

b. Never draw your gun unless you intend to use it. Waving a gun in a threatening manner is dangerous and will tell an experienced criminal that the user is inexperienced.

c. Never point a gun at anyone except in line of duty. Remember, a gun should always be treated as if it is loaded.

d. Never carry a gun in a position where it cannot be used immediately. Keys or other items shall not be attached to the gun butt.

e. Never surrender your gun to anyone except to the shift supervisor who is authorized to make an inspection or to the issuing authority at conclusion of tour of duty.

f. Never remove your gun when on duty unless its use is imminent.

g. Never load or unload your weapon, unless during an emergency, in any location except the weapons stowage area.

h. Always load weapon immediately when issued and going on duty.

i. Always inspect gun prior to loading to ensure that it functions properly and is clean, and place immediately in the holster.

5. Conditions Under Which Security Force Personnel May Use Deadly Force. Deadly force is that force which a person uses with the purpose of causing - or which he/she knows, or should know, would create a substantial risk of causing - death or serious bodily harm. General guidance on the use of deadly force is contained in AR 190-14. Its use is justified only under conditions of extreme necessity as a last resort, when all lesser means have failed or cannot reasonably be employed, and only under one or more of the following circumstances:

a. Self-Defense and Defense of Others. When deadly force reasonably appears to be necessary to protect law enforcement or security personnel who reasonably believe themselves or others to be in imminent danger of death or serious bodily harm.

b. Assets Not Involving National Security. When deadly force reasonably appears to be necessary to prevent the threatened theft or sabotage of assets vital to national security. DOD assets shall be specifically designated as "vital to national security" only when their loss, damage, or compromise would seriously jeopardize the fulfillment of a national defense mission. Examples include nuclear weapons (Nuclear Regulatory Commission, 16 USC 7355, requires contract guards to use deadly force to deter theft of nuclear stores); nuclear command, control, and communications facilities; and designated restricted areas containing strategic operational assets, sensitive codes, or special access programs.

c. Assets Not Involving National Security But Inherently Dangerous to Others. When deadly force reasonably appears necessary to prevent the actual theft or sabotage of resources, such as operable weapons or ammunition, that are inherently dangerous to others; i.e., assets that, in the hands of an unauthorized individual, present a substantial potential danger of death or serious bodily harm to others. Examples include high risk portable and lethal missiles, rockets, arms, ammunition, explosives, chemical agents, and special nuclear material.

d. Serious Offenses Against Persons. When deadly force reasonably appears necessary to prevent the commission of a serious offense involving violence and threatening death or serious bodily harm. Examples include murder, armed robbery, and aggravated assault.

e. Arrest and Apprehension. When deadly force reasonably appears to be necessary to arrest, apprehend, or prevent the escape of a person who, there is probable cause to believe, has committed an offense of the nature specified in paragraphs a through d above.

f. Escapes. When deadly force has been specifically authorized by the Secretary of the Army and reasonably appears to be necessary to prevent the escape of a prisoner, provided law enforcement or security personnel have

probable cause to believe that the escaping prisoner poses a threat of serious bodily harm either to security personnel or others.

6. ADDITIONAL CONSIDERATIONS INVOLVING FIREARMS. A commanding officer may impose further restrictions on the use of deadly force if deemed necessary in his/her judgement and if such restrictions would not unduly compromise the national security interest of the United States. Additional requirements for the use of firearms:

- a. Warning shots are prohibited.
- b. When a firearm is discharged, it will be fired with the intent of rendering the person(s) at whom it is discharged incapable of continuing the activity or course of behavior prompting the individual to shoot.
- c. Shots shall be fired only with due regard for the safety of innocent bystanders.
- d. In the case of holstered weapons, a weapon should not be removed from the holster unless there is reasonable expectation that use of the weapon is necessary.
- e. All intentional or accidental use of deadly force shall be subject to investigation by the security officer.

7. LIMITS OF USACE JURISDICTION. The Commanding Officer of this activity has the following types of jurisdiction within the specified boundaries:

- a. **Exclusive jurisdiction** exists when the Government possesses, by whatever method acquired, all of the authority of the State, and in which the State concerned has not reserved to itself the right to exercise any of the authority concurrently with the Government, except the right to service civil or criminal processes in the area. State laws are enforced on the facility only under the Assimilative Crimes Act.
- b. **Concurrent jurisdiction** exists when, in granting to the Government authority, which would otherwise amount to exclusive jurisdiction over an area, the State reserves to itself the right to exercise, concurrently with the United States, all of the same authority.
- c. **Partial jurisdiction** exists when the Government has been granted authority over an area in the State, but where the State has reserved to itself the right to exercise by itself or concurrently with the Government other authority constituting more than merely the right to serve civil or criminal processes in the area; for example, the right to tax private property.
- d. **Proprietary Interest (proprietary jurisdiction)** exists when the United States has acquired an interest in, or title to, property but has no legislative jurisdiction over the property. Congress has not authorized federal prosecution for most ordinary crimes committed on such property.

Guards have no jurisdiction outside these boundaries other than that of a civilian unless they have received authority from State or Local authorities.

8. APPREHENSION OF PERSONS. Guards may apprehend and detain persons only within their jurisdiction and then only for as long as necessary to transfer such persons to law enforcement personnel. Delay in transferring offenders to appropriate law enforcement personnel may make the guard subject to charges of false arrest. Unless an offender is subject to the provisions of the Uniform Code of Military Justice (military personnel), the Commanding Officer is powerless to punish infractions of his own regulations other than by taking up an offender's auto permit, or by some similar denial of privileges. A guard shall avoid the use of force where the apprehension can be made without resort to its use. If the apprehension cannot be made without resort to the use of force, personnel shall use the minimum amount of force necessary. The use of excessive force makes a guard liable to prosecution under law. **DETENTION OF ANY PERSON REQUIRES AN INCIDENT REPORT TO BE COMPLETED.**

a. Persons not in the military service who commit offenses within the limits of this station or other Government are subject to trial in the United States District Court for the district in which this station or activity is situated. The Area Engineer shall be notified for appropriate action.

9. PERSONNEL IDENTIFICATION BADGES. All personnel requiring access to Government property will meet the requirements of a need to enter and will be identified by one of the forms of identification listed below. For the purposes of entry, a "visitor" is considered to be any person not attached to or employed by a Command or tenant at this activity. A Contractor is a special form of visitor. The guard shall not allow any person to pass his post without proper identification.

a. Cards which are defaced, altered in any way, illegible, or expired will not be honored. In the event of any discrepancy, refer the individual concerned to the Security Office.

b. The following personnel when on official business will be allowed access to the station, 24 hours per day, upon presentation of valid identification: U.S. Army, U.S. Coast Guard Personnel in Uniform, and USACE civilian employees.

c. Valid identification consist of the CAC (Common Access Card) for USACE employees and military personnel. Visitors may be issued a pass/badge after they provide a Government issued identification and are cross-referenced against an access approval list.

d. Contractors, vendors, and visitors are issued a pass/badge which is GREEN, YELLOW, or RED depending on the level of access approval after being cross-referenced against an access approval list.

e. Long term contractors i.e. on site continuously greater than one month are issued photo identification and possibly proximity cards.

11. FIRE CALLS, AMBULANCE RUNS, LOCAL/STATE POLICE IN "HOT PURSUIT". In emergency situations the guard shall allow the vehicle(s) to pass without delay but shall immediately notify the shift supervisor so that roving patrol personnel can assist in the emergency. Guards shall identify individual emergency responders visually and ask for identification if warranted to prevent imposters from gaining facility access. Guards may be called upon to assist in ambulance operation or in emergencies to assist the Fire Department; however, assistance to the Fire Department will not require guards to perform hazardous fire fighting duties.

12. PROPERTY PASSES. All Government property being removed from this activity shall be accompanied by a property pass (S&A form 155, DD 1104, DD 1265, DD 1266, SF 1103, or SF 1131). All material property passes shall be inspected to insure completeness and accuracy. Signatures shall be compared to the list of authorized signatures. When discrepancies are found in the preparation of a property pass or the property being removed, the person with the property shall be detained and the supervisor notified immediately.

13. LAW ENFORCEMENT AGENCIES. Cooperation with Federal, State, County, and Local authorities shall be maintained. If such officials call in an official capacity, they shall be directed to the Security Officer during regular working hours, and to the Duty Officer during non-working hours. The on site Contractor Representative shall develop and maintain a good working relationship with Federal, state, county, and local law enforcement agencies and fire departments.

14. REPORTS. Reporting of information relative to unusual happenings, threats, or actual damage to property, safety hazards, maintenance breakdowns, potential sabotage or espionage, injuries, etc. shall be brief and complete as to who, what, where, why, when, and how.

a. Security Log. The Security Log will be maintained at Post No. 1. Filled log books shall be turned into station security officer for archiving.

b. Incident Reports. Each report shall be numbered corresponding to the numbers on the Security Log. Reports may be handwritten (legibly) or typed. A copy shall be forwarded to the Security Officer within 24 hours of the incident. Incident reports shall be complete and will have the signature of the reviewing supervisor.

c. Missing, Lost, Stolen, Recovered (MLSR) Reports. Sufficient information shall be provided to enable preparation of a MLSR report in all cases of Government property affected.

15. SECURITY VIOLATIONS. Upon discovery of a security violation the guard shall take immediate steps to secure the area and report the incident to his supervisor. The shift supervisor shall immediately notify the Security Officer. An incident report of the circumstances shall be completed by the Contractor.

17. COMMUNITY RELATIONS. The conduct of guards while on duty must be beyond reproach. Guards shall conduct themselves in a manner reflecting highest credit to the force. Guards shall treat all persons with courtesy and respect, constantly striving to win the good will of the community by demonstrating impartial enforcement of regulations. Courtesy, tact, diplomacy, and self-control shall be maintained even when firmness is necessary in the performance of duties. Guard personnel shall not engage in unofficial conversations and shall discourage loitering, both of which interfere with the proper performance of duty.

- a. Do not accuse anyone of dishonesty until definite facts have been established.
- b. Do not put your hands on suspected persons unless absolutely necessary.
- c. Do not use abusive or profane language.
- d. Do not make wisecracks or smart remarks.
- e. Do not shake your fist or finger at a person when requesting cooperation with regard to rules and regulations.
- f. Do not be known as an easy, careless guard.
- g. Do not personally dispose of actual or suspected cases of dishonesty. Report them to your supervisor.

18. TELEPHONES. Telephone use is prohibited unless it is in the performance of duty. The telephone is for official calls only and shall not be abused.

19. STANDARD OF APPEARANCE. The guard shall, at all times, present a neat appearance: clothes cleaned, pressed, and in an acceptable state of repair; shoes shined; cap worn squarely on the head; and tie neatly tied. Coat and overcoat, when worn, shall be buttoned.

20. ROBBERY. In the event of a robbery (with force and violence) speed in notifying police and in assisting the response forces is of utmost importance. Of primary importance is the safety and protection of all employees and visitors. Of equal importance is the identification of the intruders and vehicles used in the robbery. If guards are armed, sound judgment must be exercised to prevent provocations, which would lead to the exchange of gunfire or physical harm to bystanders.

21. PRESERVATION OF EVIDENCE

a. After a robbery or other felony has been committed and the intruders have left, the guard is to cordon off the scene and any escape route(s).

b. All witnesses are to be detained (unless they require medical attention) so that each person can fill out description forms, and all names and addresses of witnesses may be obtained. All persons are to be instructed not to discuss the details of the incident with anyone until all have been questioned by the appropriate investigating authority.

c. No one is to enter the area nor is anything to be touched, removed, or added. Onlookers shall not be allowed to approach the scene and shall be kept at a safe distance.

d. Picture taking is forbidden unless so authorized by the Security Officer.

e. Fire-fighting and rescue work shall not be impeded for any reason; however, care shall be taken by all engaged in the work to prevent unnecessary destruction or damage.

f. Nothing must be disturbed unless absolutely necessary in fighting fires or saving lives. If a guard finds anything having the remotest possibility of being evidence, he shall report the location, if it is safe to leave it; otherwise, if there is a possibility that it will be damaged, changed, or destroyed, he shall take immediate steps to preserve it. Handling shall be kept at a minimum and nothing shall be touched with naked fingertips or allowed to rub against another object. Evidence shall be preserved in the condition in which it was found in order to be of value. All evidence shall be identified as to location, position, date and time, and by name, if possible, for purposes of future testimony.

22. BOMB THREATS. If the guard receives a bomb threat (i.e., information that a bomb has been placed on Government property) and the threat is received by telephone, the following procedures are to be followed:

a. Keep the caller on the line as long as possible and record every word spoken by the caller.

b. If the location of the bomb or time of possible detonation is not given, attempt to get this information.

c. Pay particular attention to any background noises such as music or running motors which might give even a remote clue as to the place from which the call is being made.

d. Listen closely to the voice (male/female) quality, accents, and speech impediments.

e. Immediately after the caller hangs up, call the Chippewa County Emergency Services at 911.

23. NEWS MEDIA. No member of the guard force is permitted to make statements to any news media concerning events and occurrences at this activity. During work hours all inquiries of this nature shall be referred to the Area Engineer office (telephone 906-635-3464) and, after hours, to the Chief Lockmaster (telephone 906-635-3484).

24. RELIEF. Guards shall not leave their post until properly relieved except in the event of an explosion, fire, or other similar disaster where their life is in immediate danger. "Properly relieved" is defined as "relieved by the oncoming guard at shift change, relieved for an authorized relief period (break), or relieved upon direction of the supervisor.

25. ALERTNESS. While standing posts, guards shall limit their conversations to official business. Listening to radios, reading books, newspapers and any material not connected with official duties is prohibited. No loitering of unauthorized personnel will be allowed at guard posts.

26. USE OF ALCOHOL/DRUGS

a. Any person appearing at entry points under the obvious influence of alcohol/drugs will be denied entry and the supervisor shall be notified who shall notify the Security Officer. The security police will take charge of the situation. An incident report shall be prepared on the incident.

b. Persons on station under the obvious influence of intoxicants shall be reported immediately to the Chief Lockmaster and the Acting Area Engineer.

c. The use of intoxicants by guard personnel while on duty is not permitted. No guard on duty will have in his possession any alcoholic beverage or illicit drugs. No alcoholic beverage or illicit drugs will be brought on station.

27. DISASTER AND CIVIL DISORDER

a. In the event of a disaster of such a nature as to cause the Soo Area Office disaster control recovery plan to be implemented, the guard force shall operate as an integral part of the disaster control recovery force.

b. Information or intelligence indicating the possibility or imminent threat of disaster may cause this force to be implemented.

c. This disaster may be in wartime or peace time and could be a nuclear, biological, or chemical attack, or the disaster may be the result of a hurricane or other natural cause.

d. In general, the guard force element of the disaster control unit shall have as its mission the maintenance of base security, safeguarding ordnance material and Government property, suppression of acts of sabotage and espionage, the enforcement of rules and regulations of the Soo Area Office and directing traffic to assigned shelter areas.

28. REPORTS.

Guard force will be responsible for the writing and maintaining of incident reports, complaints, and accident reports. These reports will be provided to the station security officer when completed

29. LOST AND FOUND.

Guard force will be responsible for acceptance, custody, transfer, and reporting of lost/found items.

30. ENTRY LOG.

a. Guard force will maintain an organized visitor's log.

31. Escort Duties.

Escorts will be provided as outlined in the Post Orders.

32. Patrol check.

a. A call in system will be used to maintain fixed patrol station requirements.

b. A detailed log of each patrol shall be maintained.

b. Each guard shall participate in a weekly safety meeting.

33. EMERGENCY TELEPHONE NUMBERS.

a. Guard force shall maintain a list of home phone numbers of emergency personnel, Branch Chiefs, and Assistant Branch Chiefs.

b. Guard force shall maintain a list of emergency phone numbers for City Police, County Sheriff, State Police, City Fire Dept., Federal Marshall, FBI, Ambulance, U.S. Customs and Border Protection, U.S. Border Patrol, U.S. Coast Guard, etc...

ATTACHMENT J-C2

PERFORMANCE REQUIREMENTS SUMMARY TABLE

The purpose of this attachment is to:

a. List the contract requirements and work requirements considered most critical to satisfactory contract performance (See PRS Column 1).

b. Summarize the standards of performance in the specification for each specified work requirement (See PRS Column 2).

c. Provide maximum allowable defect rates (MADRs) for each work requirement (See PRS Column 3). The MADR is the defect rate in a population of services which, when exceeded, indicates the Contractor's quality control may be unsatisfactory. The MADR does not represent a threshold for payment deductions. Deductions are taken for all defects (with appropriate credit for rework) regardless of whether the MADR was exceeded.

d. Specify the percentage (weight) of contract requirement attributable to each listed work requirement (See PRS Column 4).



PERFORMANCE REQUIREMENTS SUMMARY TABLE

<u>WORK REQUIREMENTS (Column 1)</u>	<u>STANDARDS OF PERFORMANCE (Column 2)</u>	<u>MAX ALLOW DEFECT RATE (Column 3)</u>	<u>WEIGHT (Column 4)</u>
1. CONTRACT REQUIREMENT: ENTRY/EXIT CONTROL			
A. Quality of Work	Post manned, proper procedures (Paragraphs C.15.a and C.15.b)	1%	60% Item 1, Schedule of Deductions
B. Communications	Able to establish within standards (Paragraph C.10)	1%	20% Item 1, Schedule of Deductions
C. Conduct	Meets required standards (Paragraph C.8)	1%	5% Item 1, Schedule of Deductions
D. Uniform	Complete and neat (Paragraph C.9)	1%	2% Item 1, Schedule of Deductions
E. SOP	Current copy available, guard knowledgeable of and understands procedures (Paragraph C.2.b)	1%	13% Item 1, Schedule of Deductions
2. CONTRACT REQUIREMENT: ROVING PATROL SERVICES			
A. Quality of Work	Route followed, proper procedures (Paragraph C.15.c)	1%	60% Item 2, Schedule of Deductions
B. Communications	Able to establish within standards (Paragraph C.10)	1%	20% Item 2, Schedule of Deductions
C. Conduct	Meets required standards (Paragraph C.8)	1%	5% Item 2, Schedule of Deductions
D. Uniform	Complete and neat (Paragraph C.9)	1%	2% Item 2, Schedule of Deductions
E. SOP	Current copy available, guard knowledgeable of and understands procedures (Paragraph C.2.b)	1%	13% Item 2, Schedule of Deductions

WORK REQUIREMENTS <u>(Column 1)</u>	STANDARDS OF PERFORMANCE <u>(Column 2)</u>	MAX ALLOW DEFECT RATE <u>(Column 3)</u>	WEIGHT <u>(Column 4)</u>
5. CONTRACT REQUIREMENT: MISCELLANEOUS SERVICES			
A. Monitoring of Alarm Systems	Systems monitored, communications, response to alarm soundings [Paragraph C.15.f(1)]	2%*	75% Item 5, Schedule of Deductions
B. Gate/Bldg. Openings	Openings/closings within specified time standards [Paragraph C.15.f(4)]	5%	25% Item 5, Schedule of Deductions

WORK REQUIREMENTS (Column 1)	STANDARDS OF PERFORMANCE (Column 2)	MAX ALLOW DEFECT RATE (Column 3)	WEIGHT (Column 4)
6. CONTRACT REQUIREMENT: UNSCHEDULED ESCORT SERVICES			
A. Quality of Work	Proper procedures as specified in SOP [Paragraph C.15.e(2)]	5%	60% of Unit Price, Contract Line Item 0002
B. Communications	Able to establish within standards (Paragraph C.10)	5%	20% of Unit Price, Contract Line Item 0002
C. Conduct	Meets required standards (Paragraph C.8)	5%	5% of Unit Price, Contract Line Item 0002
D. Uniform	Complete and neat (Paragraph C.9)	5%	2% of Unit Price, Contract Line Item 0002
E. SOP	Current copy available, guard knowledgeable of and understands procedures Paragraph C.2.b)	5%	13% of Unit Price, Contract Line Item 0002
7. CONTRACT REQUIREMENT: SPECIAL EVENTS (INDEFINITE QUANTITY)			
A. Quality of Work	Post manned, proper procedures (Paragraph C.15.g)	3%	60% of Unit Price, Contract Line Item 0003
B. Communications	Able to establish within standards (Paragraph C.10)	3%	20% of Unit Price, Contract Line Item 0003
C. Conduct	Meets required standards (Paragraph C.8)	3%	10% of Unit Price, Contract Line Item 0003
D. Uniform	Complete and neat (Paragraph C.9)	3%	5% of Unit Price, Contract Line Item 0003

E. SOP	Current copy available, guard knowledgeable of and understands procedures (Paragraph C.2.b)	3%	5% of Unit Price, Contract Line Item 0003
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\* Failure to respond to any alarm sounding within the required standards will result in an overall unsatisfactory rating for alarm monitoring for the month.

## ATTACHMENT J-C3

### GOVERNMENT FURNISHED FACILITIES

The following facilities will be provided for the Contractor's use during the term of the contract as specified in the "GOVERNMENT FURNISHED PROPERTY, MATERIALS AND SERVICES" paragraph, Section C.

a. A limited amount of office space, locker space, and sentry booth(s). Sentry booths will not be provided for roving patrols or posts manned less than eight continuous hours. The location and square footage of such spaces are listed below.

b. The Contractor may use scheduled facility mail and messenger service between all areas for correspondence and non-bulk mail related to the performance of the contract.

c. A limited amount of parking exists for the Contractor's employees and shall be assigned at the Contracting Officer's discretion. Employees shall pay any associated fees or parking fines. Employees shall not use any parking spaces that are clearly marked as reserved for others' use.

#### FACILITY

#### SPACE

GATE NO.9 - Post #2

GATE NO. 11 – Post #3

GATE NO. 4 – POST #4

GATE NO. 6 – POST #4

ATTACHMENT J-C4

GOVERNMENT FURNISHED EQUIPMENT

Personal Computer, Printer, Pass/badge manufacturing equipment, Key making equipment, and Office Furniture for Post No. S1, 1, and 2 will be furnished by the Government.

ATTACHMENT J-C5

GOVERNMENT FURNISHED MATERIAL

The Government shall furnish blank logbooks, printer paper, cleaning supplies, and toiletries for Post No. S1, 1, and 2.

ATTACHMENT J-C6

CONTRACTOR FURNISHED ITEMS

The Contractor shall furnish the following material and equipment, as specified in the "CONTRACTOR FURNISHED ITEMS" paragraph, Section C.

1. Semiautomatic pistols with the following minimum specifications:
  - a. Magazine or cylinder capacity; 9 rounds minimum
  - b. Barrel length; 4-inch minimum, 6-inch maximum
  - c. Specific caliber limited to 9mm, .40, or .45 automatic
2. Ammunition requirements:
  - a. Minimum is fully loaded weapon with two reloads
  - b. Ball ammunition in caliber for weapon used as specified above
3. 800 Mhz Radios
  - a. One portable 800Mhz Radio for each guard on duty.
  - b. One 800 Mhz Radio base station for Post 1.
  - c. Four portable 800 Mhz Radios for Government use during emergencies.
4. Digital Camera.
5. Two pair of binoculars.
6. One industrial electric cart and tow behind wagon.
7. Uniforms per Section C.9
8. Cell phones will be provided for all post.



ATTACHMENT J-C7

LIST OF REQUIRED RECORDS AND REPORTS

<u>NAME</u>	<u>FORM NUMBER</u>	<u>SOP REFERENCE</u>
1. Incident report		
2. Injury report		
3. Property damage/loss report		
4. Key log		
5. Visitor record		
6. Complaint report		
7. Security violation report		
8. Record of lost/found items		
9. Security Log		
10. Missing, Lost, Stolen, Recovered (MLSR) Report 1		
11. Weekly safety meeting report		

ATTACHMENT J-C8

SUMMARY OF PERSONNEL TRAINING REQUIREMENTS

1. Phase I Training. Subjects should be chosen which best suit the needs of existing guard force and the Soo Area Office. This 8 hours of training shall be held annually in addition to Phase II Training.

**PHASE I TRAINING STANDARDS FOR CONTRACT GUARDS**

SUBJECTS

- a. Administrative
  - (1) Overview/Orientation
  - (2) Security Department Duties and Functions
  - (3) Standards of Conduct
  - (4) Forms and Reports/Report Writing
  - (5) Area Familiarization/On-Job-Training
- b. Physical Security
  - (1) Vehicle and Personnel Movement Control
  - (2) Threat Levels
  - (3) Physical Security Safeguards
- c. Legal Subjects
  - (1) Jurisdiction and Authority
  - (2) Rules of Evidence
  - (3) Search and Seizure
  - (4) Apprehension and Arrest
- d. Patrol
  - (1) Crime Prevention
  - (2) Communications
  - (3) Drugs of Abuse Identification, Prevention, and Control

## SUBJECTS

- e. Unusual Incidents
  - (1) Crowd Control
  - (2) Terrorism
  - (3) Bomb Threats, Wrongful Destruction and Sabotage
- f. Professional Skills
  - (1) Use of Force

8.0 hours

2. Phase II Training. The Phase II training requirements shall be completed annually by all guard force personnel. The following summarizes these requirements and indicates the minimum number of classroom training hours which must be spent in each subject area.

### **PHASE II ANNUAL TRAINING**

<u>SUBJECTS</u>	<u>MINIMUM HOURS</u>
Jurisdiction	1.0
Use of Force	1.0
Search and Seizure	1.0
Reports and Forms	1.0
Crime Prevention Program	0.5
Selective Enforcement	1.0
Public Relations/Citizens Interaction	0.5
Disaster and Emergency Plans	1.0
Local Instructions and Procedures	1.0
CPR	4.0
First Aid	<u>4.0</u>
	16.0 HOURS

3. Firearms Proficiency Training and Qualifications. All guard force personnel designated and authorized to carry a firearm shall complete initial firearm proficiency training and qualification, semiannual sustainment training, and an annual qualification. Initial training and qualification, and each annual qualification, shall consist of a minimum of 24 hours of classroom/range proficiency training, as prescribed in Appendix B of FM 19-10.

#### 4. Training References.

Weapons Familiarization, Qualification and carrying of firearms  
FM 19-10 (Pistol)

Individual Reliability Program (IRP)-Guards  
AR 190-56

Protective Services Duties  
AR 190-58

Antiterrorism/Force Protection Training  
AR 523-13

Use of Force  
AR 190-14

FEMA online Incident Command Training Series (including NIMS training)

ATTACHMENT J-C10

SAFETY REQUIREMENTS AND REPORTS

At all times while on site, the Contractor and his employees shall comply with accepted industry safety standards and applicable safety precautions and guidelines contained in the publications listed below.

PUBLICATION

TITLE

EM 385-1-1  
29 CFR 1910

U.S. Army Corps of Engineers Manual, *Safety and Health Requirements*.  
Occupational Safety and Health Standards (General Industry). Available from U.S.  
Department of Labor, OSHA Publications, 200 Constitution Avenue N.W., Room S-1212,  
Washington DC 20212. Telephone (202)523-6138. Also available from OSHA Regional and  
Area Offices and from the Superintendent of Documents.

## ATTACHMENT J-C11

SECURITY PRIORITY LIST OF FACILITIES

Critical Area Designation:

CODE: A - EXCLUSION AREA. That which would cause suspension of Operations if inactive.

CODE: B - LIMITED ACCESS AREA. That which would slow operations if inactive.

CODE: C - CONTROLLED ACCESS AREA. That which would inconvenience operations if inactive.

CODE: D - UNRESTRICTED AREA. That which would not affect operations.

AREA	DESIGNATION
a. Administration Building _____	A
b. U.S. Power Plant (New) _____	A
c. U.S. Power Plant (Old) _____	B
d. MacArthur Lock Operating Shelters _____	B
e. Poe Lock Operating Shelters _____	A
f. Davis Lock Operating Shelters _____	C
g. Sabin Lock Operating Shelters _____	C
h. Compensating Works _____	C
i. Plant Basin & Warehouse _____	C
j. Davis Building _____	A
k. Visitor Platforms _____	D
l. Information Center _____	D
m. Canal Park _____	D

END OF SECTION J

SERVICE WAGE RATES

94-2279 MI,UPPER PENNINSULA

WAGE DETERMINATION NO: 94-2279 REV (21) AREA: MI,UPPER PENNINSULA

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2280

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
 WASHINGTON D.C. 20210

Wage Determination No.: 1994-2279  
 William W. Gross Division of | Revision No.: 21  
 Director Wage Determinations | Date Of Revision: 05/23/2005

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State: Michigan

Area: Michigan Counties of Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic,  
 Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon,  
 Schoolcraft

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.27
01012 - Accounting Clerk II	11.41
01013 - Accounting Clerk III	14.80
01014 - Accounting Clerk IV	19.42
01030 - Court Reporter	16.98
01050 - Dispatcher, Motor Vehicle	13.77
01060 - Document Preparation Clerk	11.87
01070 - Messenger (Courier)	11.23
01090 - Duplicating Machine Operator	11.87
01110 - Film/Tape Librarian	9.36
01115 - General Clerk I	9.95
01116 - General Clerk II	11.86
01117 - General Clerk III	15.60
01118 - General Clerk IV	17.71
01120 - Housing Referral Assistant	17.44
01131 - Key Entry Operator I	11.59
01132 - Key Entry Operator II	12.68
01191 - Order Clerk I	12.03
01192 - Order Clerk II	13.05
01261 - Personnel Assistant (Employment) I	12.34
01262 - Personnel Assistant (Employment) II	13.94
01263 - Personnel Assistant (Employment) III	15.75
01264 - Personnel Assistant (Employment) IV	17.50
01270 - Production Control Clerk	18.80
01290 - Rental Clerk	9.36
01300 - Scheduler, Maintenance	12.06
01311 - Secretary I	12.06
01312 - Secretary II	15.69
01313 - Secretary III	17.44
01314 - Secretary IV	19.57
01315 - Secretary V	23.90

01320 - Service Order Dispatcher	11.62
01341 - Stenographer I	12.08
01342 - Stenographer II	14.81
01400 - Supply Technician	19.57
01420 - Survey Worker (Interviewer)	12.34
01460 - Switchboard Operator-Receptionist	11.20
01510 - Test Examiner	15.69
01520 - Test Proctor	15.69
01531 - Travel Clerk I	11.29
01532 - Travel Clerk II	12.29
01533 - Travel Clerk III	13.26
01611 - Word Processor I	11.58
01612 - Word Processor II	13.93
01613 - Word Processor III	15.56
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.33
03041 - Computer Operator I	11.42
03042 - Computer Operator II	16.20
03043 - Computer Operator III	17.89
03044 - Computer Operator IV	19.63
03045 - Computer Operator V	21.84
03071 - Computer Programmer I (1)	15.77
03072 - Computer Programmer II (1)	21.02
03073 - Computer Programmer III (1)	24.48
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	22.85
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.41
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	18.31
05010 - Automotive Glass Installer	16.59
05040 - Automotive Worker	16.59
05070 - Electrician, Automotive	17.31
05100 - Mobile Equipment Servicer	15.35
05130 - Motor Equipment Metal Mechanic	17.84
05160 - Motor Equipment Metal Worker	16.59
05190 - Motor Vehicle Mechanic	18.24
05220 - Motor Vehicle Mechanic Helper	14.63
05250 - Motor Vehicle Upholstery Worker	16.06
05280 - Motor Vehicle Wrecker	16.59
05310 - Painter, Automotive	17.31
05340 - Radiator Repair Specialist	16.59
05370 - Tire Repairer	14.83
05400 - Transmission Repair Specialist	17.84
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	10.61
07010 - Baker	14.10
07041 - Cook I	13.02
07042 - Cook II	14.10
07070 - Dishwasher	10.61
07130 - Meat Cutter	15.51
07250 - Waiter/Waitress	11.21



09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	17.31
09040 - Furniture Handler	13.31
09070 - Furniture Refinisher	17.72
09100 - Furniture Refinisher Helper	14.78
09110 - Furniture Repairer, Minor	16.25
09130 - Upholsterer	17.72
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	10.61
11060 - Elevator Operator	10.61
11090 - Gardener	14.62
11121 - House Keeping Aid I	10.00
11122 - House Keeping Aid II	10.61
11150 - Janitor	10.91
11210 - Laborer, Grounds Maintenance	12.59
11240 - Maid or Houseman	10.00
11270 - Pest Controller	14.00
11300 - Refuse Collector	15.00
11330 - Tractor Operator	13.94
11360 - Window Cleaner	11.53
12000 - Health Occupations	
12020 - Dental Assistant	12.02
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.00
12071 - Licensed Practical Nurse I	12.82
12072 - Licensed Practical Nurse II	14.39
12073 - Licensed Practical Nurse III	16.09
12100 - Medical Assistant	13.01
12130 - Medical Laboratory Technician	16.46
12160 - Medical Record Clerk	11.58
12190 - Medical Record Technician	14.89
12221 - Nursing Assistant I	8.99
12222 - Nursing Assistant II	10.10
12223 - Nursing Assistant III	11.01
12224 - Nursing Assistant IV	12.37
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	13.57
12311 - Registered Nurse I	18.84
12312 - Registered Nurse II	23.07
12313 - Registered Nurse II, Specialist	23.07
12314 - Registered Nurse III	27.91
12315 - Registered Nurse III, Anesthetist	27.91
12316 - Registered Nurse IV	33.42
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	17.63
13011 - Exhibits Specialist I	15.75
13012 - Exhibits Specialist II	20.94
13013 - Exhibits Specialist III	24.48
13041 - Illustrator I	14.32
13042 - Illustrator II	19.04
13043 - Illustrator III	22.25
13047 - Librarian	23.67
13050 - Library Technician	13.07
13071 - Photographer I	9.65

13072 - Photographer II	13.32	
13073 - Photographer III	17.71	
13074 - Photographer IV	20.70	
13075 - Photographer V	25.35	
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations		
15010 - Assembler	8.36	
15030 - Counter Attendant	8.36	
15040 - Dry Cleaner	11.29	
15070 - Finisher, Flatwork, Machine	8.36	
15090 - Presser, Hand	8.36	
15100 - Presser, Machine, Drycleaning	8.36	
15130 - Presser, Machine, Shirts	8.36	
15160 - Presser, Machine, Wearing Apparel, Laundry	8.36	
15190 - Sewing Machine Operator	12.29	
15220 - Tailor	13.26	
15250 - Washer, Machine	9.35	
19000 - Machine Tool Operation and Repair Occupations		
19010 - Machine-Tool Operator (Toolroom)	19.04	
19040 - Tool and Die Maker	21.49	
21000 - Material Handling and Packing Occupations		
21010 - Fuel Distribution System Operator	17.07	
21020 - Material Coordinator	18.80	
21030 - Material Expediter	18.80	
21040 - Material Handling Laborer	11.52	
21050 - Order Filler	11.63	
21071 - Forklift Operator	14.26	
21080 - Production Line Worker (Food Processing)	14.54	
21100 - Shipping/Receiving Clerk	13.21	
21130 - Shipping Packer	12.33	
21140 - Store Worker I	12.64	
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	15.19	
21210 - Tools and Parts Attendant	14.54	
21400 - Warehouse Specialist	14.54	
23000 - Mechanics and Maintenance and Repair Occupations		
23010 - Aircraft Mechanic	18.46	
23040 - Aircraft Mechanic Helper	14.78	
23050 - Aircraft Quality Control Inspector	19.20	
23060 - Aircraft Servicer	16.25	
23070 - Aircraft Worker	16.99	
23100 - Appliance Mechanic	18.44	
23120 - Bicycle Repairer	14.83	
23125 - Cable Splicer	22.57	
23130 - Carpenter, Maintenance	19.04	
23140 - Carpet Layer	18.69	
23160 - Electrician, Maintenance	20.78	
23181 - Electronics Technician, Maintenance I	18.69	
23182 - Electronics Technician, Maintenance II	19.49	
23183 - Electronics Technician, Maintenance III	20.65	
23260 - Fabric Worker	17.52	
23290 - Fire Alarm System Mechanic	20.31	
23310 - Fire Extinguisher Repairer	17.07	
23340 - Fuel Distribution System Mechanic	20.31	
23370 - General Maintenance Worker	17.22	

23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.82
23430 - Heavy Equipment Mechanic	20.00
23440 - Heavy Equipment Operator	21.48
23460 - Instrument Mechanic	20.31
23470 - Laborer	11.98
23500 - Locksmith	17.72
23530 - Machinery Maintenance Mechanic	20.54
23550 - Machinist, Maintenance	17.46
23580 - Maintenance Trades Helper	14.63
23640 - Millwright	21.54
23700 - Office Appliance Repairer	19.49
23740 - Painter, Aircraft	17.72
23760 - Painter, Maintenance	17.31
23790 - Pipefitter, Maintenance	22.74
23800 - Plumber, Maintenance	21.74
23820 - Pneudraulic Systems Mechanic	20.31
23850 - Rigger	20.31
23870 - Scale Mechanic	18.69
23890 - Sheet-Metal Worker, Maintenance	22.84
23910 - Small Engine Mechanic	16.59
23930 - Telecommunication Mechanic I	20.49
23931 - Telecommunication Mechanic II	21.31
23950 - Telephone Lineman	20.49
23960 - Welder, Combination, Maintenance	17.84
23965 - Well Driller	18.46
23970 - Woodcraft Worker	20.31
23980 - Woodworker	15.35
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.25
24580 - Child Care Center Clerk	11.53
24600 - Chore Aid	11.00
24630 - Homemaker	12.80
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	21.63
25040 - Sewage Plant Operator	19.49
25070 - Stationary Engineer	21.63
25190 - Ventilation Equipment Tender	16.93
25210 - Water Treatment Plant Operator	19.04
27000 - Protective Service Occupations	
(not set) - Police Officer	20.02
27004 - Alarm Monitor	14.15
27006 - Corrections Officer	19.38
27010 - Court Security Officer	21.23
27040 - Detention Officer	19.38
27070 - Firefighter	15.87
27101 - Guard I	10.86
27102 - Guard II	13.41
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18.32
28020 - Hatch Tender	18.32
28030 - Line Handler	18.32
28040 - Stevedore I	17.23
28050 - Stevedore II	18.54

29000 - Technical Occupations		
21150 - Graphic Artist	18.71	
29010 - Air Traffic Control Specialist, Center (2)	31.49	
29011 - Air Traffic Control Specialist, Station (2)	21.71	
29012 - Air Traffic Control Specialist, Terminal (2)	23.92	
29023 - Archeological Technician I	14.07	
29024 - Archeological Technician II	15.81	
29025 - Archeological Technician III	19.58	
29030 - Cartographic Technician	20.33	
29035 - Computer Based Training (CBT) Specialist/ Instructor	22.85	
29040 - Civil Engineering Technician	20.33	
29061 - Drafter I	12.19	
29062 - Drafter II	14.07	
29063 - Drafter III	16.61	
29064 - Drafter IV	20.33	
29081 - Engineering Technician I	13.75	
29082 - Engineering Technician II	17.31	
29083 - Engineering Technician III	20.41	
29084 - Engineering Technician IV	22.95	
29085 - Engineering Technician V	24.78	
29086 - Engineering Technician VI	30.36	
29090 - Environmental Technician	20.10	
29100 - Flight Simulator/Instructor (Pilot)	27.62	
29160 - Instructor	20.49	
29210 - Laboratory Technician	17.64	
29240 - Mathematical Technician	20.33	
29361 - Paralegal/Legal Assistant I	13.85	
29362 - Paralegal/Legal Assistant II	17.27	
29363 - Paralegal/Legal Assistant III	21.05	
29364 - Paralegal/Legal Assistant IV	25.55	
29390 - Photooptics Technician	20.33	
29480 - Technical Writer	26.08	
29491 - Unexploded Ordnance (UXO) Technician I	20.02	
29492 - Unexploded Ordnance (UXO) Technician II	24.22	
29493 - Unexploded Ordnance (UXO) Technician III	29.03	
29494 - Unexploded (UXO) Safety Escort	20.02	
29495 - Unexploded (UXO) Sweep Personnel	20.02	
29620 - Weather Observer, Senior (3)	16.36	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.72	
29622 - Weather Observer, Upper Air (3)	14.72	
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	11.63	
31260 - Parking and Lot Attendant	7.81	
31290 - Shuttle Bus Driver	13.26	
31300 - Taxi Driver	10.37	
31361 - Truckdriver, Light Truck	13.26	
31362 - Truckdriver, Medium Truck	15.43	
31363 - Truckdriver, Heavy Truck	16.69	
31364 - Truckdriver, Tractor-Trailer	16.69	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	11.81	
99030 - Cashier	7.94	
99041 - Carnival Equipment Operator	12.41	

99042 - Carnival Equipment Repairer	13.02	
99043 - Carnival Worker	10.61	
99050 - Desk Clerk	9.60	
99095 - Embalmer	21.32	
99300 - Lifeguard	10.52	
99310 - Mortician	21.32	
99350 - Park Attendant (Aide)	13.21	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.19	
99500 - Recreation Specialist	12.08	
99510 - Recycling Worker	17.54	
99610 - Sales Clerk	9.80	
99620 - School Crossing Guard (Crosswalk Attendant)	10.61	
99630 - Sport Official	10.52	
99658 - Survey Party Chief (Chief of Party)	17.50	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.92	
99660 - Surveying Aide	10.41	
99690 - Swimming Pool Operator	14.10	
99720 - Vending Machine Attendant	12.41	
99730 - Vending Machine Repairer	14.10	
99740 - Vending Machine Repairer Helper	12.41	

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work,

there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}**

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each

proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination



## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2005
52.204-8	Annual Representations and Certifications	JAN 2006
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

## (a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

## (d) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

#### 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

#### 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals -

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561612.

(2) The small business size standard is ( ) (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

\_\_\_ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PROONet); or

\_\_\_ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)\_\_\_ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

## 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999) ALTERNATE I (OCT 1998)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

\_\_\_ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certifies small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

\_\_\_ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)\_\_\_ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(3) Address. The offeror represents that its address\_\_\_\_\_is, \_\_\_\_\_is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. ``Address," as used in this provision, means the address of the offeror as listed on the Small Business Administrations register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, ``address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.233-2	Service Of Protest	AUG 1996

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

(End of clause)

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[www.arnet.gov](http://www.arnet.gov)

(End of provision)